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STATE OF DELAWARE

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**DELAWARE HEALTH  
AND SOCIAL SERVICES**

**DIVISION OF MANAGEMENT SERVICES**  
1901 N. DuPont Highway  
New Castle, DE 19720

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**REQUEST FOR PROPOSAL NO. PSC 0856  
FOR  
Learning Management System Software  
FOR  
DIVISION OF SOCIAL SERVICES  
Herman M. Holloway Sr. Campus  
Biggs Building  
1901 N. DuPont Highway  
New Castle, DE 19720**

**Deposit**                      **Waived**  
**Performance Bond**       **Waived**

**Date Due:**                      ***March 23, 2009***  
   ***11:00 AM EDT***

**DELAWARE HEALTH AND SOCIAL SERVICES  
DIVISION OF MANAGEMENT SERVICES  
PROCUREMENT BRANCH  
HERMAN M. HOLLOWAY SR. CAMPUS  
1901 N. DUPONT HIGHWAY  
NEW CASTLE, DELAWARE 19720**

**RFP Publication Date February 9, 2009**

Questions referencing this RFP shall be submitted electronically and shall reference the pertinent RFP section(s) and page number(s). Written responses will be binding and included in the contract as an appendix. Bidders may not contact State staff with questions. Questions sent electronically are the only ones which will be considered. Only those questions received by:

**Robin Russell**  
**Division of Social Services**  
**Biggs Bldg**  
**1901 N. DuPont Hwy.**  
**New Castle, DE 19720**  
[robin.russell@state.de.us](mailto:robin.russell@state.de.us)

**by February 23, 2009 04:30 P.M. EDT** will be considered. DHSS shall not respond to questions received after that time. A final list of written questions and responses will be posted as an RFP addendum on the Internet at [www.state.de.us/dhss/rfp/dhssrfp.htm](http://www.state.de.us/dhss/rfp/dhssrfp.htm).

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REQUEST FOR PROPOSAL # PSC 0856

Sealed proposals for **Learning Management Systems Software** for the **Division of Social Services, Herman M. Holloway, St. Campus, Biggs Building, 1901 N. DuPont Highway, New Castle, DE 19720**, will be received by the Delaware Health and Social Services, Herman M. Holloway Sr. Campus, Procurement Branch, Main Administration Building, South Loop, Second Floor, Room #259, 1901 North DuPont Highway, New Castle, Delaware 19720, until **11:00 AM EDT** local time, on **March 23, 2009**, at which time the proposals will be opened and read. For further information concerning this RFP, please contact **Robin Russell** at (302) **255-9756**.

All RFP-PSCs can be obtained online at <http://www.dhss.delaware.gov/dhss/rfp/fundopps.htm>. A brief "Letter of Interest" must be submitted with your proposal. Specifications and administration procedures may be obtained at the above office or phone (302) 255-9290.

NOTE TO VENDORS: Your proposal must be signed and all information on the signature page completed.

If you do not intend to submit a bid and you wish to be kept on our mailing list you are required to return the face sheet with "NO BID" stated on the front with your company's name, address and signature.

**IMPORTANT: ALL PROPOSALS MUST HAVE OUR PSC NUMBER ON THE OUTSIDE ENVELOPE. IF THIS NUMBER IS OMITTED YOUR PROPOSAL WILL IMMEDIATELY BE REJECTED**

FOR FURTHER BIDDING INFORMATION PLEASE CONTACT:

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The contract resulting from this RFP shall be valid for the period of time as stated in the contract. There will be a ninety (90) day period during which the agency may extend the contract period for renewal if needed.

If a bidder wishes to request a debriefing, they must submit a formal letter to the Procurement Administrator, Delaware Health and Social Services, Main Administration Building, Second Floor, (South Loop), 1901 North DuPont Highway, Herman M. Holloway Sr. Campus, New Castle, Delaware 19720, within ten (10) days after receipt of "Notice of Award". The letter must specify reasons for request.

## **IMPORTANT: DELIVERY INSTRUCTIONS**

IT IS THE RESPONSIBILITY OF THE BIDDER TO ENSURE THAT THEIR PROPOSAL HAS BEEN RECEIVED BY DELAWARE HEALTH AND SOCIAL SERVICES BY THE DEADLINE.

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# 1 Project Overview

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## 1.1 Introduction

This is a Request for Proposal (RFP) for Learning Management System (LMS) Software issued by the Division of Social Services (DSS). This software is expected to be a commercial off-the-shelf (COTS) product. It is expected to need only minor modifications for DSS needs.

DSS Staff Development wants to obtain a LMS and will be the primary users of this software, which will manage training courses, registration, classroom functions, training administrative tasks, and serve as a platform to deliver e-learning.

The LMS will track users, courses, scores, and serve as a central point of access for DSS training. It will provide access to training information such as class schedules, registration data, class rosters, student profiles, curriculum, reports, and will play a key role supporting the Division's e-learning initiatives. The software solution needs to be scalable for use by approximately 5000 Department of Health and Social Service's staff.

## 1.2 Background and Purpose

The LMS will provide a mechanism for all DSS staff to access, enroll and utilize E-training to obtain necessary work information when they need it not when they can get scheduled for training.

DSS expects a LMS to provide the following benefits:

- Refresher training
- Just-in-Time learning
- Reduction of out-of-office time
- Reduction of training travel expenses
- Decreased waiting time to begin New Worker Training
- Increased training turn-around time
- Ability to offer more trainings

Staff will be able to stop, start, pause or replay any E-training course at their discretion. They will also be able to stop training one day and pick up where they left off when time permits.

Staff will be able to schedule training around work instead of work around training, providing increased flexibility. Staff will no longer miss training because of scheduling conflicts.

LMS reporting functions will provide managers with important training information such as attendance, deficiencies, and mastery of job related tasks.

Another area where a LMS for E-Learning would benefit the Division is for strategic initiatives such as Deficit Reduction Act, Farm Bill, or Administrative Notices. Staff Development could take the policy for these initiatives and create “mini-trainings”. It would be offered online with a small quiz at the end and through the tracking mechanism in the LMS. This will ensure that everyone needing the information for their job has read the notice and passed a quiz.

Because a LMS will increase the flow of information and track compliance of policy changes, it may also assist the Division with corrective action plans.



## 2 DHSS Program and System Overview

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### 2.1 Delaware Department of Health and Social Services (DHSS)

The mission of DHSS is to improve the quality of life for Delaware's citizens by promoting health and well-being, fostering self-sufficiency, and protecting vulnerable populations. DHSS is comprised of twelve divisions as follows:

- Division of Substance Abuse and Mental Health
- Division of Child Support Enforcement
- Division of Long Term Care Resident Protection
- Division of Management Services
- Division of Developmental Disabilities Services
- Division of Public Health
- Division of Services for Aging and Adults with Physical Disabilities
- Division of Social Services
- Division of Medicaid and Medical Assistance
- Division of State Service Centers
- Division for the Visually Impaired
- Office of the Chief Medical Examiner

### 2.2 The Division

The mission of the Division of Social Services is to provide, either directly or through coordination, an integrated system of opportunities, services, and income support which will enable Delaware's most disadvantaged individuals and families to maintain or move toward independence.

DSS is responsible for administering various public assistance programs including Temporary Assistance for Needy Families, General Assistance, Refugee Assistance, Food Stamps, Medicaid, SCHIP and Subsidized Child Care.

### 2.3 Support/Technical Environment

The three groups responsible for the development and operation of the automated systems that support the Division are described below. The DSS and IRM will appoint co-Project Managers. These individuals will be responsible for monitoring project progress and will have final authority to approve/disapprove project deliverables and payments. IRM will serve as the technical liaison with DTI. The selected contractor will coordinate efforts for this project with the DSS and IRM co-Project Managers.

#### 2.3.1 Information Resource Management (IRM)

The IRM unit is responsible for providing DHSS divisions with direct programming support of automated systems, as well as consulting support and advice on automated systems software and development. IRM consists of an Applications Development, Technology Planning, Base Technology, Telecommunications, Information Security and HelpDesk support group. For this project, IRM will provide project staff for consulting support and advice to assure that technical questions and issues are resolved quickly.

### **2.3.2 Department of Technology and Information (DTI)**

DTI is a separate cabinet level agency responsible for running the State of Delaware's mainframe computer operations, wide area data network and setting statewide IT policy and standards. DTI as a separate state agency does not fall under the authority of DHSS. However, DTI is responsible for supplying mainframe and Wide Area Network (WAN) systems support to DHSS as well as other state agencies. Additionally, DTI provides 24x7 data center operations support. DTI provides state agencies with technical consultant services. DTI will work closely through IRM on this project to ensure that State IT standards are followed.

### **2.3.3 Division Information Systems Unit**

DSS is supported by an internal Information Systems Unit (ISU). The ISU, which also supports the Division of Medicaid and Medical Assistance (DMMA), is responsible for working with social service policy and operational staff, state automated systems support staff, Federal agencies, contractor staff and any other automated systems user, programming support or policy development staff that rely on DSS/DMMA automated systems. The ISU is also responsible for contract management for DSS' eligibility system (DCIS) maintenance and the Medicaid Management Information System (MMIS) and includes managing system change requests, security and helpdesk support. We are also the liaison between DSS/DMMA administration and users and IRM. The ISU is responsible for all requirements gathering, system testing and project support. For this project, the DSS Project Manager will be an ISU manager, and the ISU will work with the selected contractor on a daily basis and be responsible for user acceptance testing along with a representative from the DSS Staff Development Unit.

## 3 State Responsibilities

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The following are State responsibilities under this RFP. Outlined in the following subsections are such areas as project staffing, project management, available resources, and system testing and implementation. There is an emphasis on the limitation of State staff time for this project and their role in the customization process.

### 3.1 Staffing Roles

As stated above, the Division and IRM will appoint co-Project Managers. These co-Project Managers will serve to manage the contract during this project. All project deliverables will be approved by the DSS Project Manager with significant input from the DSS Staff Development representative. The IRM project Manager will serve as the technical project manager. Deliverables will not be approved until reviewed by a team of DSS and DMS staff, which will include both Project Managers.

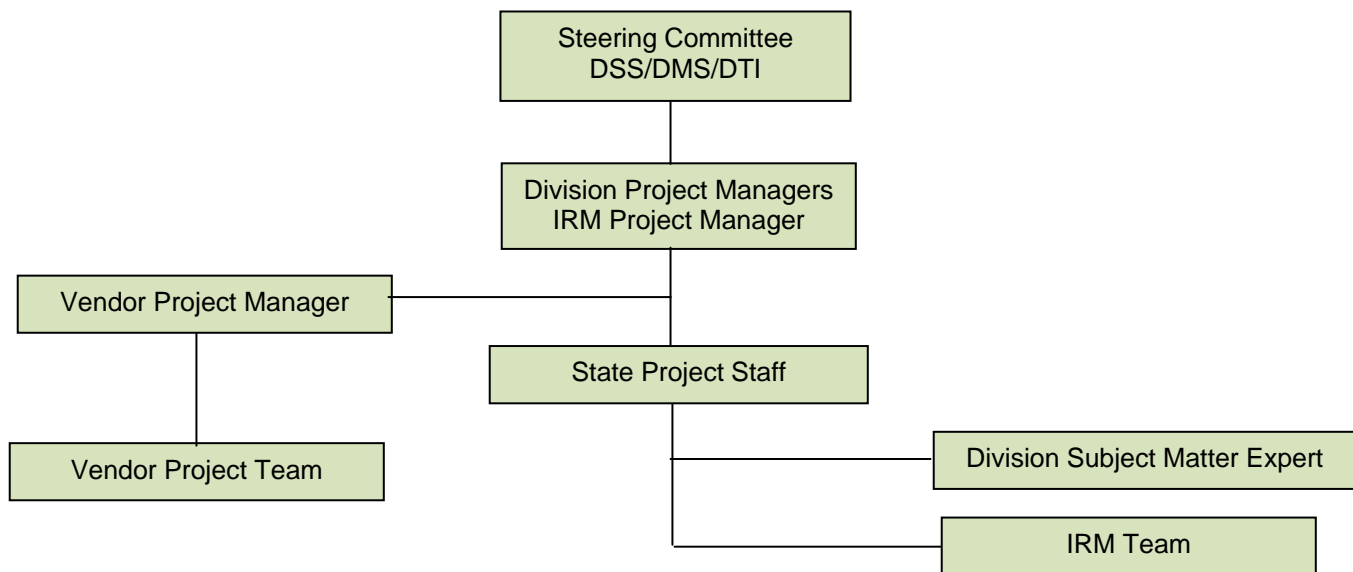
The DSS Project Manager will serve as primary coordinator to ensure that Joint Application Design (JAD) sessions take place with the appropriate subject matter experts (SME), that project documents and deliverables are thoroughly reviewed and that approval takes place within agreed upon timeframes. The Division Project Manager will coordinate with other divisions and State agencies for their input as needed. These staff will serve primarily as subject matter experts on relevant Division applications and related systems, and will participate in meetings and deliverable review as necessary.

The IRM Project Manager will serve as primary technical liaison to ensure that contractor and State technical staff work together effectively to identify current and future technology considerations and make key technology decisions. The IRM Project Manager will serve as the primary liaison with DTI staff to gather State level input as needed.

The Project Managers will report to a Project Steering Committee made up of representative managers from DSS, IRM and DTI. This committee will meet as needed to review project status, progress and issues.

### 3.1.1 Project Organization Chart

The following organization chart outlines the proposed management structure for this project.



### 3.2 State Staff Participation

No State staff will be assigned to work on this project full time although project time especially for the Project Managers, Division management and assigned State staff will be substantial. Their participation on this project is critical to its success. Additional State staff participation as subject matter experts will be assigned and will be in addition to their primary responsibilities. State technical staff will be assigned to attend project meetings and provide technical system information and insight. State technical staff will provide technical documentation as requested and be available to consult and advise. It is important to note that with existing systems; documentation may be missing, incomplete, out of date or inaccurate. DSS and IRM staff will be responsible for review and final approval of all project deliverables.

### 3.3 Resource Availability

State staff are on site from 8:00 AM to 4:30 PM on State business days, although some staff flex their schedules. The State has audio and video-conferencing capabilities as well in specific on-site locations for remote meeting participation. Please refer to Appendix D for more information on the DHSS IT environment.

### 3.4 Deliverable Review

It is the responsibility of the State to perform deliverable review. DTI may participate in the review process for certain deliverables. It is the responsibility of the State to review all project deliverables in the agreed upon timeframe. The State will notify the bidder of any changes to the review schedule. Milestone invoicing and payment is contingent upon formal State approval.

## 4 Contractor Responsibilities/Project Requirements

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The following are contractor responsibilities and project requirements under this RFP. Given the limitations of assigning State staff to this project, the contractor is expected to provide most of the expertise and provide the full range of services during the project. Bidders must discuss each of these subsection requirements in detail in their proposals to acknowledge their responsibilities under this RFP.

Bidders must have demonstrated experience and depth in the following areas:

- Documented experience in successfully performing work on projects of a similar size and scope that are required in the RFP
- A proven track record of successfully partnering with its clients to achieve the goals set forth in any contract
- A clear, complete and comprehensive vision of the direction of the business and the vendor's proposed tool's place in our organization
- A successful track record of commitment to, and support of, the offered product
- Evidence of a fiscal stability, including being able to demonstrate that this project will not have a material impact on the vendor's organization's financial status

This experience is critical in ensuring project success in terms of the future direction of the Division's information technology development, as well as maintaining an open partnership with project partners.

### 4.1 Staffing

Contractor will propose and supply resumes for the following the Project manager and any other key staff needed for customization purposes.

The resumes will be for specific named individuals and will be in the format specified in Appendix E. Other positions may be proposed at the contractor's discretion. One person may be proposed to fill more than one role. The contractor project manager and other key staff will be required to be on site in New Castle, Delaware, during the entire project phase.

DHSS reserves the right to require a Criminal Background Check performed by the State Bureau of Investigation and/or the FBI, on any proposed contractor personnel.

#### 4.1.1 On-Site Staffing Requirement

The following key contractor staff are required to be on-site at the Biggs Data Center in New Castle, Delaware as determined by the Division

- Contractor project manager, and
- Additional key project staff

The State and the key contractor staff will work very closely together on this project. This requires an on-site presence. The State will provide office space including furniture and network connectivity for all on-site project staff. Contractor will be responsible for all other office necessities including workstation and required software. It is vital for the

contractor project manager and key staff to play an active on-site role in the project and be visible and accessible.

#### **4.1.2 Offsite Project Work**

The State will permit work to be done offsite, within the United States. For offsite work, the State requires strong management of the resources and assigned tasks; adequate, timely and accurate communications and completion of assigned work by specified deadlines. If the bidder organization is proposing offsite project work, the bidder must specifically address each of the items below in this section of the proposal. Otherwise, bidder will respond to this section as follows: **“No offsite project work proposed.”**

**Note:** For the purposes of this section, the bidder staff organization includes subsidiary contractors.

- Provide a detailed description of work to be completed offsite along with a breakdown of the type of work to be provided on-site. Quantify this by estimating for each of the deliverables identified in this Section, the percentage of work to be done offsite.
- Provide an organization chart with job titles of offsite staff and their relationship to the bidder.
- Provide a description of what tasks each job title is responsible for performing.
- Clearly identify if offsite work is to be performed by bidder staff or subcontractors.
- For offsite subcontractor or bidder staff, please include the names and resumes of key staff, highlighting prior participation on similar projects.
- Provide a detailed plan for managing offsite work including communication strategy to accommodate time differences if any. Include contingency plan for completing work should offsite relationship be terminated.
- Provide a contingency plan for substituting on-site staff if offsite relationship becomes problematic as determined by the State.
- Provide a description of prior bidder organization experience with use of offsite bidder staff or subcontractors and provide us client references for that work.
- Provide a plan to meet State of Delaware Information Security standards when working Offsite.

#### **4.1.3 Offshore Project Work**

The State will not permit project work to be done offshore.

#### **4.1.4 Project Manager Requirement**

The contractor project manager is normally on-site and manages the project from the contractor perspective and is the chief liaison for the State Project Managers. The Project Manager has authority to make the day-to-day project decisions from the contractor perspective. This contractor project manager is expected to host meetings with Division Subject Matter Experts (SME), to review Division business organization and functions along with the organization, and to review data of existing information systems relevant to this project. The contractor project manager is expected to host other important meetings and to assign contractor staff to those meetings as appropriate and provide an agenda for each meeting. Status meetings are required, as the Division deems appropriate. Meeting minutes will be recorded by the contractor and distributed prior to the next meeting. Key decisions along with Closed, Active and Pending issues will be included in this document. In their proposals, bidders must include a confirmation

that their project manager will schedule status review meetings.

In their proposals, bidders must include a confirmation that their Project Manager will schedule status review meetings on-site and provide written minutes as described above.

#### **4.2 Project Management**

The contractor must be the prime contractor to develop all the deliverables required by this RFP. The contractor must recommend a core team to work with the Division over the course of the project and must identify other resources needed. A detailed, up-to-date project plan must be created and maintained weekly to accurately reflect project timelines and tasks. This project plan must include each phase of the project, clearly identifying the resources necessary to meet project goals. It will be the contractor's responsibility to provide complete and accurate backup documentation as required for all document deliverables.

#### **4.3 Requirement to Comply with State Policies and Standards**

All proposed solutions submitted in response to this RFP must be fully compatible with the Department of Health and Social Services' technical environment. This is specified in Appendix D via the following web links:

- DHSS Information Technology (IT) Standards
- State of Delaware Web Standards
- DTI Executive Sponsor Reporting Standards and Change Management Standards

Vendors must also comply with DTI policies and standards which will be distributed upon vendor signature of a non-disclosure agreement.

Vendor staff accessing State IT resources must comply with DHSS policies and standards, and will be required to sign the DHSS Biggs Data Center User Authorization Form and the Biggs Data Center Non-Disclosure Form.

#### **4.4 State Architecture Requirements**

The State prefers to have a system with a web front-end for a common user interface that is platform independent. Browser based front end applications are now considered the only acceptable platform for custom applications development at DHSS. Additionally, in the purchase of any COTS (commercial off-the-shelf) product, web browser based products will receive preferential treatment. Preference will also be given to COTS products which:

- Use Microsoft Windows Server 2003 R2 as their operating system
- Use Microsoft Internet Information Server (IIS) as their web and application server software
- Use either Microsoft SQL Server 2005 or the mainframe DB2 database for their data store (the Microsoft database platform is the preferred platform due to its higher availability and capacity)
- Have been developed using Microsoft .NET

The State will consider 3-tiered and above systems that are hosted at a server level. The State defines 3-tiers as Presentation Layer, Application Layer and Database Layer. Each tier resides in its own DMZ. Microsoft Networking components are forbidden to cross these DMZ tiers. The current mainframe supports a number of systems and

available resources are limited. Synching mainframe online and batch schedules further restricts system operating hours.

Various mainframe software version upgrades are planned through 2008 to bring this data center up-to-date with current software releases. The State will provide up-to-date mainframe, server, network and security testing and implementation schedules to the winning bidder. Bidders are expected to take this changing technical environment into consideration for their analysis and recommendations. Bidders will be expected to provide the State with their proposed architecture/network diagram as part of the RFP submission.

#### **4.5 Degree of Customization**

In terms of costs, vendor will be expected to account for necessary customization of proposed solution in order to fit Division business needs.

In terms of customization of COTS software to meet State needs, this must not exceed 15 %. The State will waive ownership rights of customization features if they are made part of the standard product, which in fact is the State's preference.

#### **4.6 Backup and Recovery**

DHSS requires that system data be backed up to appropriate media that can be restored as necessary. Contractor will be expected to review the current backup and recovery process and suggest scenarios where incremental backups, full backups or dataset reloads are appropriate.

DHSS currently utilizes CommVault's Galaxy product for backup of its Windows and SQL server environments. Primary backups are stored on an EMC Clarion SAN and then aux copied to tape for offsite storage. The proposed backup solution needs to account for additional space utilizing the current DHSS SAN infrastructure. The proposed solution must utilize DHSS's current CommVault backup infrastructure.

#### **4.7 Disaster Recovery**

DHSS has contracted with Vital Records, Inc. as the offsite media storage contractor for client/server and mainframe backup media. Sungard Recovery Systems is contracted as the client/server and mainframe cold site contractor. Disaster recovery tests are conducted every six months for the Biggs mainframe. Contractor is expected to review this process with IRM and DTI to ensure that it is sufficient.

#### **4.8 Specific Project Tasks**

Contractor will be expected to address the following requirements in their proposal in detail. Emphasis is on the limited availability of State staff for the project and the expectation that the contractor express in detail their understanding of their responsibilities for each of these tasks. Contractor is expected to have primary responsibility for each of these project tasks. State versus contractor responsibilities must be delineated.

- Demonstrate an understanding that this RFP is for a DSS solution for a LMS implementation and that their solution is scalable to meet future Department needs.
- Conduct and document user requirement sessions if needed.
- Conduct and document joint application design (JAD) sessions if needed.



- Assess the best solution for DSS needs for a LMS and recommend an implementation plan based on that assessment.
  - The implementation plan should include preparing, installing, training, stabilizing and transferring the solution to operations and technical support staff.
- Address storage and back up needs, such as the amount of storage needed and industry standard file format. DHSS currently utilizes an EMC Clarion SAN for file storage. All additional storage recommendations need to utilize the current DHSS SAN infrastructure. Consideration needs to be given to expansion of training courses.
- Propose a software solution to meet the requirements, which, at a minimum, are detailed in section 4.10.
- Review and determine workflow and security levels in cooperation with DSS and DHSS/IRM.
- Propose a training plan which must include training Staff Development staff from both DSS and DMMA, IRM maintenance staff, and ISU personnel, in the proper use of the new system and functionality.
- Recommend an ongoing maintenance support plan including a description of personnel needed and ongoing licensing requirement/costs.
- Detail the infrastructure needs to support the solution proposed.
- Submit an architecture/network diagram.

#### **4.9 Deliverables**

Each document deliverable must be delivered in ten (10) paper copies, along with electronic copies sent to the two State Project managers. State staff time is limited on this project especially for deliverable review. The project plan must include sufficient time for serial deliverable review. The contractor must include at least ten (10) business days, per deliverable, in the project plan for State staff to complete a review and to document their findings. Based on the review findings, the Division may grant approval, reject portions of or reject the complete document, request contractor revisions be made, or may state the inability to respond to the deliverable until a future specified date. Upon each rejection, the contractor will have five (5) business days to revise the document. Additional three (3) business days shall be required by the State for subsequent reviews whenever revisions are requested or a deliverable is disapproved.

For each application module deliverable, the source code (or executable, in the case of COTS products) will initially be delivered to the IRM Manager of Application Support responsible for the Division (or designee) at the time of User Acceptance Testing (UAT). The vendor is responsible for installation in the Division test environment with IRM staff present. The vendor must remain on-site to address any errors until the application is successfully installed. The project plan must include sufficient time for:

- Training for the UAT group
- UAT
- Correction of issues uncovered during UAT

The vendor is responsible for developing a test plan and providing UAT test scripts along with each application module.

Both types of deliverables will be reviewed by a selected deliverable review team and will require formal approval from the DSS Project Manager after receiving approval from

the review team, prior to milestone approval and payment. Formal approval of a deliverable is State approval of the final version.

Deliverables are listed as follows. Milestones are indicated with the Mn designation.

	<b>Project Deliverables &amp; Milestones (M1-5)</b>
<b>Phase 1</b>	<b>Deliverable 1: Detailed Project Plan</b>
	<b>Deliverable 2: Communication Plan</b>
	Approval of Phase 1 (M1)
<b>Phase 2</b>	<b>Deliverable 3: Requirements Specifications Documents</b>
	<b>Deliverable 4: Security Plan</b>
	Approval of Phase 2 (M2)
<b>Phase 3</b>	<b>Deliverable 5: Design Specifications Documents</b>
	<b>Deliverable 6: Test, Training and Implementation Plans</b>
	<b>Deliverable 7: Disaster Recovery Plan</b>
	Approval of Phase 3 (M3)
<b>Phase 4</b>	<b>Deliverable 8: System Test Results</b>
	<b>Deliverable 9: User Acceptance Test Results</b>
	<b>Deliverable 10: Maintenance Support Plan</b>
	Approval of Phase 4 (M4)
<b>Phase 5</b>	<b>Deliverable 11: Acceptance in Production of All Delivered Modules</b>
	<b>Deliverable 12: Warranty Period</b>
	Approval of Phase 5 (M5)

Except for Phase 1 and 5, vendors may propose a different sequence of phases and deliverables. Schedule 1 of Appendix F (Project Cost Forms) must also reflect this same sequence.

#### **4.9.1 Phase 1**

This phase is the kickoff of the project where the overall project planning, project management and schedule are agreed to and the ground rules and expectations are set.

The deliverables in this phase are:

##### **Deliverable 1: Detailed Project Plan**

Bidder must create a project plan in Microsoft Project with the following information:

- Key dates including dates for deliverable submission and milestones
- Staffing structure, with a breakdown by activity, task and subtask within the entire project
- An organization chart with staff names & functional titles
- Description at the subtask level including duration and required staff resources

(contractor vs. State) and hours

The project plan is a living document and must be updated to reflect actual project status and timelines. The State must approve any change that results in the change of a milestone date.

### **Deliverable 2: Communication Plan**

The communication plan must describe how the project will establish a reliable means of assuring visibility and co-operation by communicating status and news about the project to all appropriate stakeholders. The communication plan must identify the processes, methods, and tools required to ensure timely and appropriate collection, distribution, and management of project information for all project participants.

With formal State approval of all deliverables in this phase, the milestone payment (M1) may be invoiced.

### **4.9.2 Phase 2**

The deliverable(s) are as follows:

### **Deliverable 3: Requirements Specifications Document (RSD)**

The RSD will take proposal requirements, validate them, and identify how and where the requirements are met in the system design.

At a minimum, the RSD must include:

- Detailed user requirements
- An overview of the system architecture and how components are integrated to meet RFP requirements
- A detailed description of the hardware and software configuration to be used

### **Deliverable 4: Security Plan**

The vendor must familiarize itself with DHSS/DTI Information Security Standards to create a Security Plan. The security plan must describe how the solution will be brought to acceptable DTI/DHSS/IRM security levels in order to operate successfully. This plan should describe what security threats may exist and how implementing security standards will mitigate those threats. The vendor shall provide a document that outlines the security measures that are required, at a minimum including:

- Authentication
- Authorization
- Security Management
- Confidentiality
- Accountability

With formal State approval of all deliverables in this phase, the milestone payment (M2) may be invoiced.

### 4.9.3 Phase 3

The deliverable(s) are as follows:

#### **Deliverable 5: Design Specifications Document (DSD)**

The DSD will detail every element of the solution, explaining in exact and specific terms what the team is building and deploying. This is the final technical document against which every development team member will build.

At a minimum, the DSD must include:

- A detailed workflow outlining the customization process
- A detailed description of software capabilities and how they meet the requirements in the RFP
- The conceptual, logical and physical design specifications for all customization needed

#### **Deliverable 6: Test, Training and Implementation Plans**

##### **: Test Plan**

The test plan must describe the strategy and approach used to plan, organize, and manage the project's testing activities. It must include system customization testing, and user acceptance test plans. It must identify testing objectives, methodologies and tools, expected results, responsibilities, and resource requirements. This document is the primary plan for the testing team. At a minimum, the test plan must include:

- A test plan and schedule for each system module
- A description of test scenarios and expected results
- An organization plan showing vendor and state personnel responsible for testing
- Detailed management of the testing effort, including strategies for dealing with delays in the testing effort, back-up plan, back-up personnel and so forth
- Procedures for tracking and correcting deficiencies discovered during testing
- Plan for updating documentation based on test results
- Plan for organizing test results for State review

##### **: Training Plan**

The training plan must identify all the activities at a minimum, including, the training of Staff Development administrators & support staff and LMS training & systems personnel, in the proper use of the LMS. Appropriate training materials (hard copy and electronic) must also be provided. Minimum training plan requirements are:

- Description of training
- Needs of training facilities
- Training methodologies
- Training schedule
- Approach to provide support during initial implementation
- Develop measures to ensure staff comprehension and retention of training material

##### **: Implementation Plan**

The implementation plan must describe the factors necessary for a smooth deployment and transition to ongoing operations, including a recommendation on a staggered rollout

statewide versus going live statewide simultaneously. It must encompass the process of preparing, installing, training, stabilizing, and transferring the solution to operations. This includes details about installation scenarios, monitoring for stability, and verifying the soundness of the new solution. We will discuss the recommendation and a rollout during contract negotiations.

**Deliverable 7: Disaster Recovery Plan**

This describes disaster recovery procedures in case a disaster or serious service interruption occurs at the production hardware site or at the Biggs Data Center site. This will also describe procedures for continued emergency access to the system. This plan should be developed in conjunction with procedures being developed for disaster recovery services at the Biggs Data Center. Sungard Recovery Services is contracted as a warm site for the mainframe at Biggs. DHSS server recovery will be handled under the current DTI contract with Sungard. The bidder is expected to develop a plan that dovetails with the current disaster recovery plans.

With formal State approval of all deliverables in this phase, the milestone payment (M3) may be invoiced.

**4.9.4 Phase 4**

The deliverable(s) are as follows:

**Deliverable 8: System Test Results**

DSS expects that system testing follow the pre-approved test plan detailed in Deliverable 6. At a minimum, system test results must include:

- System performance benchmarks resultant from the capacity analysis
- A summary of the status of testing and the completeness of testing scenarios

**Deliverable 9: User Acceptance Test (UAT) Results**

DSS expects that acceptance testing follow the pre-approved test plan detailed in Deliverable 6. At a minimum, UAT results must include:

- System performance benchmarks resultant from the capacity analysis
- A summary of the status of testing and the completeness of testing scenarios

**Deliverable 10: Maintenance Support Plan**

The support plan must describe how the solution will be supported once operational. This includes a description of the support personnel and their roles as well as the processes to resolve problems arising within solution boundaries. Plan must include licensing fees and restrictions.

With formal State approval of all deliverables in this phase, the milestone payment (M4) may be invoiced.

**4.9.5 Phase 5**

The deliverable(s) are as follows:

**Deliverable 11: Acceptance in Production of All Delivered Modules**

This deliverable consists of final State approval of all delivered modules and their implementation into production.

**Deliverable 12: Warranty Period**

As the final deliverable of the project, vendor will supply 90 State business days of warranty support after the final production implementation of all modules. The warranty period provides for issue resolution, bug fixes and system functionality problems with the new system. This support is included in the firm fixed price.

With formal State approval of all deliverables in this phase, the milestone payment (M5) may be invoiced. See subsection 7.2 for details on project payments.

**4.10 Project Expectations**

Contractor will be expected to address the following requirements in detail. Emphasis is on the limited availability of state staff for this project and the expectation that the contractor express in detail their understanding of their responsibilities in the areas of Customization/Development, Implementation, Warranty, Training, and Deliverables.

Vendor assumes primary responsibility for this project with minimal assistance from state staff. DSS anticipates the LMS will provide a mechanism for all DSS staff to access, enroll and utilize E-training. E-training will allow staff to access trainings and guidance on a variety of work related topics. Staff/User access needs accessible to all DHSS Intranet users but no internet access is required or allowed.

Benefits include:

- Refresher training
- Just-in-Time learning
- Reduction of out-of-office time
- Reduction of training travel expenses
- Decreased waiting time to begin New Worker Training
- Increased training turn-around time
- Ability to offer more trainings

**4.10.1****Project Description****Training Support Staff Processes**

The LMS core functions must include:

- Online course registration & notification
- Creation of class rosters
- Ability for staff and supervisors to view class availability, prerequisites, times, locations, and waiting lists

- Allowance for DSS staff to login and view their own training record
- Training calendar/course catalog creation
- Automation of training announcements & reminders
- Identification of who needs a particular training based on their job profile. This should restrict people from taking a class not designed for their job profile and will prevent people from “double enrolling” for a particular class.

**Training Administration Processes**

The LMS must have administrative functions, which include:

- Reports
- Course completion, course analysis, student analysis, trainer analysis, Equal Employment Opportunities (EEO-4 categories)
- Assignment of equipment
- Assignment of training rooms
- Identifying training resource conflict
- Class assessments (pre & post)
- Creation of tests and quizzes
- Grading of tests and quizzes
- Question-by-question analysis
- Tracking and reporting on learner progress
- Identifying Gaps-in-Knowledge
- Tracking and reporting on student attendance (and identify non-compliance)
- Creation of name badges or name tent
- Online course evaluations
- Online student evaluations
- Course completion status

The quizzing and testing functions of the LMS provides powerful tools to ensure learners have mastered the tasks and met course objectives.

These functions should include, but are not limited to:

- Multiple choice
- True/False
- Fill-in-the-blank
- Matching
- Essay

Software must enable trainers to create mock-computer screen activities of their real-world scenarios that will identify correct or incorrect entries, providing feedback and explanations of proper computer field completion. There must be a way to report on

participation rates such as how many people from a particular County, Administrative Area, or Team attended or did not attend training.

#### **4.10.2 Collaboration**

- Bulletin board capabilities
- When a class is created a discussion group & announcement board are also automatically created
- E-mail interface for automated notification

#### **4.10.3 Curriculum Management**

- Training Administrators able to immediately upload training content (such as Captivate, Articulate, Lectora, or Flashform)
- Ability to flag courses as “Inactive” so that users will not be able to select those courses
- Manage course and instructor evaluations
- Allows for creating & setting of course prerequisites
- On-line course catalog with title, description, course objectives, prerequisites, required materials, dates, and times
- Course completion status
- Tracks recertification deadlines
- Sorts and filters training course catalog
- Shows learner which courses to take to further their career goals
- Training materials presented is based on learner’s profile/attributes
- Training requirements should include but not be limited to:
  - Classroom-based training
  - Self-study (on-line, CD, training manual)
  - Procedures
  - Tests
  - On-the-job (Probationary Employee Training [PET] Activities)
  - Off-site classes
- Define requirements by position (or title)
- Adjustable training requirements for specific job titles
  - up to 400 different job title classifications
- Automatic completion notification

#### **4.10.4 Customization**

- Customizable user interface
- User-defined demographics fields
- Supports optional user-defined fields
- Weeks can start on any day
- Ability to associate Department or Division goals
- Customized drop-down menus
- Customized training evaluations
- Customized home page
- Appearance of graphics, font size, and headings can be modified
- Allows for agency branding
- Capability for trainer to lock full screen mode to keep learners from closing the application



#### **4.10.5 Distribution/Deployment**

- Allows printing of training materials for classroom based training
- Audio, video, graphics, animation, and text objects are centrally stored and can be reused
- Courses can be designated as “downloadable” for remote learner access
- Ability to manage multiple training resources (sites, equipment etc...)
- Must be scalable from a server/architecture standpoint to allow for growth and performance needs
- Tracks Classroom, Web, LAN, and CD based training
- Modular architecture

#### **4.10.6 Financial**

- Tracks costs per student
- Internal and external billing
- Track class fees, taxes and refunds
- Track course development costs
- View budget vs. actual costs
- Identifies outstanding payment by employee or training class

#### **4.10.7 Information Management**

- Record attendance of In-house training and outside training & conferences
- Ability to convert existing training records from other sources (systems/databases)
  - Ability to do file transfers from other applications for example the Department's Training System (TAS); we need to be able to send and receive information via electronic files - See Appendix M.
- Create and manage class rosters
- Test tracking
- Track student attendance
- Track employee information, including position, skills, supervisor, work address, administrative area and team
- Track progress through self-study curricula
- Set class location
- Set class enrollment limits
- Update class status (available, full, canceled, etc.)
- Track assignment and attendance for each participant
- Course and survey statistics are available for review
- Maintain list of trainers qualified to teach a particular course
- Employee names and identification numbers are entered only once and are then maintained on-line
  - Capability to interface with Human Resource (HR) system; this is a People Soft system
- Organize data with user-defined fields
- Set up new classes using templates
- Attach comments to classes, students, instructors
- Tracking of all students' progress and interaction
- Question-by-question analysis
- Statistical tracking of Division training goals

- Tracks by course, student, team, Division, and Department
- Tracks training history
- Specific data can be tracked with customizable fields
- Database allows users to define the variables they want to track in user defined fields
- Access and analyze student and group training histories

#### **4.10.8 Interface**

- Web browser only required for the learner
- Web browser only required for the training administrator
- No plug-ins required for the learner
- Windows Explorer-style interface
- Tree view for navigation
- Tabbed file folder display for viewing classes
- Individualized Web page for each user
- Web-based data entry
- Customizable floating toolbars

#### **4.10.9 Learner Functions**

- Bookmark course and return later
- Students can print their progress and training history
- Students can edit their personal information
- Provide a personal notebook
- Students can access progress summaries for each course they've completed or currently enrolled

#### **4.10.10 Notification**

Automatic e-mail updates, for example about class cancellations and updates to what is needed to be brought with students, etc. can be sent to all enrolled students and supervisors registered via one action by an LMS administrator/trainer.

#### **4.10.11 Registration**

- Online registration
- Immediate confirmations
- Learners can be assigned training in Teams, Administrative Area, job classification, or individually
- Create confirmation letters, name badges, evaluation forms
- Record student course requests
- Automatic waiting lists
- Automatic e-mailing of students/supervisors regarding schedule changes
- Self-registration option
- Students who do not complete a course can be assigned a particular status (no show, canceled, etc.)
- Maximum & minimum enrollment limits
  - Allow members of Staff Development to override as needed
- Registration cut-off time
- Wait list status
- E-mail class registration reminder

- Support for classroom-based training
- Adhoc grouping enrollment
- Enrolls groups of students with a shared characteristic in a custom field

#### **4.10.12 Reporting**

- Student progress
- Report templates
- Standard reports
- Custom reports
- Custom reports created with standard report third-party writing tools
- Enrollment and registration reports
- Reports on learner progress, content usage, skills assessment results, organizational competencies, item analysis
- Reports are generated in HTML or tab-delimited format
- User accesses own reports
- Reports dates and times of tests
- Data can be shared with other reporting tools, Excel, Access, etc.
- Cost reports by training session
- Graphical reports of student performance and demographic information

#### **4.10.13 Resources**

- Glossary of terms
- Frequently Asked Questions (FAQ)
- Reference materials
- Ability to include synchronous forms of learning – NetMeeting, and LearnLine
- Online Help

#### **4.10.14 Schedule and Manage Resources**

- Manage training materials in a (physical) library
- Courses can be scheduled on non-contiguous days
- Multiple sessions of the same course can be scheduled for the same day
- Assign instructor to classroom training
- Schedule training classes
- Generate “To-Do” lists, for planning what needs to happen before and after a class
- Track setup requirements for classroom-based training classes
- Conflict checking for scheduled resources
- Assign guest speakers to courses
- Print table tent cards
- Manage multimedia training stations (such as computer labs)
- Track qualified instructors
- Assign rooms
- Assign equipment
- Create multiple sessions of a class without retyping common information
- Live online learning instructor scheduling
- Obtain weekly or monthly activity schedules
- Calendars show resources and schedules

#### **4.10.15 Security**

- Multiple levels of administrative access
- User's security levels, roles and responsibilities assigned and linked to user ID by security administrators
- Source curriculum data must be secured at appropriate security levels
- Assigns security by department
- Customizable Security features
- Developer security levels
- Capability of integrating with Active Directory (AD) for user authentication or database authentication. Vendors should note that DHSS currently utilizes three Active Directory domains, with no trusts between them. Discussions with DHSS/IRM and DTI will be needed in order to determine which authentication method is appropriate based on the proposed solution. AD is the preferred authentication method within DHSS. If database authentication is proposed, security measures will need to be agreed upon such as password resets, password expirations, strong password requirements, etc...

#### **4.10.16 Skills Management**

- Skills and competency tracking, including non-training-related information
- Skill-gap analysis
- Search for candidates for a particular position based on skills
- Define skills or competencies
- Profile-driven skills assessment
- Ability to link competencies with tests
- Ability to link competencies with courses
- Pre-loaded competencies and skill in certain areas (social work, administration/management, Information Technology)
- Competencies can be weighted with roles
- Skills attainment can be determined by supervisors/managers
- Projects future training needs

#### **4.10.17 Standards**

- Data can be exported in a variety of formats for example Excel, XML, txt, etc...
- Allows developers to create AICC and SCORM 2004 compliant courses
- Non plug-in required for learner
- Compatibility with principal authoring tools (such as Captivate, Articulate, Lectora, or Flashform)
- Metadata tag creator allow for inclusion of metadata standards
- Supports SMTP email
- Standard media objects can be shared among courses
- Information is stored in fully documented relational databases
- Supports standard RDMBS engines such as SQL Server, DB2 and Oracle

#### **4.10.18 Support**

Support services include

- consulting services
- technical support

#### **4.10.19 Testing**

- Online course evaluations
- Online student evaluations
- Pre & Post class assessments
- Skills/knowledge assessment is competency-driven according to job title or classification
- Post testing and certification testing are keyed to performance objectives and learning objectives
- Learners can “test-out” of courses to avoid spending time on topics they’ve already mastered
- Training Administrators can create new online tests or modify existing tests and questions
- Test and survey creation interface
- Questions can include:
  - Imbedded graphics
  - Imbedded audio
  - Imbedded video
- Questions can be randomized
- Survey maker
- Fill-in-the-blanks, and short answer questions
- Interactive scoring and feedback capabilities
- Questions can be linked to skills
- Can give hints to learners
- Can limit number of attempts at a test
- Practice tests are available to allow student to receive instructor’s comments on each test question
- Essay questions can be presented for online grading by the instructor
- Grading criteria can be adjusted
- Display test time remaining
- Self-correcting tests with instructor comments and answer branching to relevant information
- Questions can be grouped into test pools and reused
- Test may be password protected
- Automatic remedial training based on test
- Questions can be weighted differently
- Test can be made available for a limited time

#### **4.10.20 Site Requirements**

The application and database infrastructure and platforms must be located at the Biggs Data Center on the DHSS Herman Holloway Sr. Health & Social Services Campus in New Castle, Delaware.

Ability must exist to develop a separate testing environment region for administrative users. Proposals must provide for adequate ongoing licenses to maintain each region.

If the vendor will use any third party products during the course of this project, such products must be approved in writing by DHSS prior to their use. In order to receive such approval the vendor is required to submit a list of the products, the number of licenses that will be procured (if applicable), and a description of how the product will be

used. The description must include whether the product is only required for customization/development or whether it would be required for ongoing support/maintenance. Each product must also have an outline as to its initial and ongoing costs (including, but not limited to, licensing, maintenance, support, run time licensing versus developer licensing, and so on). Approval of third party products is ultimately at the discretion of DHSS. Vendor must also provide as a part of their architecture/network diagram recommended requirements for space, back up space, power and equipment to allow for data center impact analysis. Early on signoff on the diagram will be mandatory.

Any software purchased or developed for DHSS must be an appropriate fit into the DHSS IT Environment. The current DHSS IT Environment is described in Appendix D. Vendors should describe how their proposal's components are consistent with the current DHSS IT environment. Vendors may propose solutions that are not consistent with the current environment but in that case must include a detailed analysis of how their solution's requirements will be integrated into the existing DHSS IT Environment (including, but not limited to, purchases required, set up requirements and so on). The state wishes to leverage the existing infrastructure at the Biggs Data Center to the extent possible. All proposals (and/or their attendant integration suggestions) will be evaluated for their fit into the current environment. Utilization of this infrastructure will be a factor in proposal evaluation.

The State prefers to purchase third party hardware and software directly unless there is significant advantage to the State in having the hardware/software as vendor deliverables. In either case, all software licenses must be in the name of DHSS and must provide for separate development, test, training and production environments.

#### **4.10.21 System Testing**

Contractor will consult with IRM to ensure that all aspects of the testing environment are ready. These tests will be scheduled to run during off peak hours so as to minimize network load. Each developed entity will be thoroughly tested by the contractor before it is scheduled for acceptance testing with the State.

#### **4.10.22 User Acceptance Testing (UAT)**

Each system module will undergo UAT by the State prior to production implementation. The vendor is responsible for developing UAT test scenarios, but the State is not limited to these scenarios and will test all aspects of deliverables. The locations for UAT State staff will be at the State's discretion. Upon formal State approval of a module's UAT, it will be scheduled with IRM for implementation into the production environment.

#### **4.10.23 Training**

Contractor will be responsible for training of Staff Development administrators & support staff and LMS training & systems personnel in all aspects of the new system, approximately 10-15 users. Training will be outlined in a training plan discussing expectations and schedules. A training planning session must be held to review the training plan prior to the first actual training session. This will enable State and Contractor staff to better communicate during these sessions. Contractor will detail in their proposal a training plan outline and schedule for users of each component of the system. Training should contain some "hands on" components.

#### **4.10.24 Support Services**

Bidders must include a description of the ongoing support they are proposing which will start after the warranty phase. Support includes licenses, help desk support, bug fixes, updates and new releases. Costs for such services will need to be shown in the Business Proposal volume, together with a statement that such services will be available for a minimum of five years after the warranty period. The first year will be mandatory; years two through five will be at the State's option. Support cost inflation is discussed on the cost forms.

Bidder must guarantee that their proposed solution will comply with all mandatory requirements, including HIPAA, throughout the entire support phase. Bidder will also specify expected deadline dates for completion of such modifications after the provision of detailed, written notice of impending changes from the Division.

Bidders should also address the following in their proposal:

- Identify the average of your response and resolution times. Provide examples of current measurements and metrics.
- Describe your process for providing application fixes and enhancements.
- Identify your average turnaround time for fixes and enhancements.
- Confirm whether or not clients have the opportunity to provide input into the prioritization of new features and enhancements.
- Identify your anticipated 2008-2010 schedule for new releases and updates.
- Confirm whether you have User Conferences and/or Advisory Boards.

It is critical that the proposed solution include ongoing support services and assurance that all regulatory requirements will be met for the Division. Other details and specific requirements are included in various sections throughout this RFP.

#### **4.10.25 Maintenance Services**

Bidder will be expected to discuss out year support options for software. This information will need to be shown in the Business Proposal. Support cost inflation is discussed on the cost forms. Bidder must guarantee that their proposed solution will comply with all mandatory requirements throughout the entire support phase. Bidder will also specify expected deadline dates for completion of such modifications after the provision of detailed, written notice of impending changes from DHSS.

#### **4.10.26 Documentation**

The vendor is responsible for providing documentation of the new system. At a minimum, this includes user manuals and/or on-line help. For the customized components of COTS systems, the vendor is also responsible for providing sufficient system documentation.

## 5 Proposal Evaluation/Contractor Selection

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### 5.1 Process

An Evaluation Team will review all proposals submitted in response to this RFP. The Evaluation Team will perform separate Technical Proposal and Business Proposal Reviews. The Business Proposal Review will be done only after the Technical Proposal Review process has been completed.

Each Technical Proposal will be evaluated to determine if it meets the Mandatory Submission Requirements. Any proposal failing to meet those requirements is subject to immediate disqualification without further review. Relative merits of all remaining proposals will be evaluated against technical criteria as listed in this RFP.

The Business Proposal evaluation will be conducted in accordance with cost criteria listed in this RFP.

The individual scores of each evaluator will be averaged to determine a final technical score and a final business score. Technical and Business scores will be combined to determine each bidder's total score.

Evaluation team findings will be presented to an Executive Selection Committee. The Executive Selection Committee will review Evaluation Team findings. A potential contractor will be recommended to the Director, Division of Social Services. Final selection is at the discretion of the Director or her designee.

### 5.2 Proposal Evaluation and Scoring

The Technical and Business proposals of each bidder will be evaluated and assigned points. A maximum of 100 total points is possible.

#### 5.2.1 Mandatory Requirements

This portion of the evaluation will be performed by the Division Director or designee. Each proposal will be reviewed for responsiveness to the mandatory requirements set forth in the RFP. This will be a yes/no evaluation and proposals that fail to satisfy **all** of the criteria of this category may not be considered further for the award of a Contract. Specific criteria for this category are as follows: Vendor is required to address Section 4 "Contractor Responsibilities/Project Requirements" in detail by subsection and bullet. Vendor is required to follow Section 6 "Bidder Instructions" explicitly and complete all required forms as instructed.

**Failure to adequately meet any one (1) mandatory requirement may cause the entire proposal to be deemed non-responsive and be rejected from further consideration.** However, the State reserves the right to waive minor irregularities and minor instances of non-compliance.

#### 5.2.2 Technical Proposal Scoring

Only those bidders submitting Technical Proposals which meet the Mandatory Submission Requirements provision will have their Technical Proposals scored.



<b>Category</b>	<b>Maximum Assigned Points</b>
Meets Mandatory RFP Requirements	Pass/Fail
Appropriateness of Proposed Solution	30
Organization, Staff Qualifications and Experience With Similar Projects	30
Understanding Scope of the Project	10
Project Management Methodology	10
<b>Total Maximum Technical Score</b>	<b>80</b>

### 5.2.3 Business Proposal Scoring

Total business score will be based on the costs submitted as part of the cost worksheet and on the documented stability and resources of the vendor. Strong consideration will be given to how well the costs in the Project Cost Forms compare to the level of effort for this and other proposals along with the accuracy of the submitted figures. The State of Delaware reserves the right to reject, as technically unqualified, proposals that are unrealistically low if, in the judgment of the evaluation team, a lack of sufficient budgeted resources would jeopardize project success.

<b>Total Maximum Business Score</b>	<b>20</b>
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### 5.2.4 Total Points Awarded

(Total Technical Score + Total Business Score) = Total Evaluation Score

<b>Total Maximum Evaluation Score</b>	<b>100</b>
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## 6 Bidder Instructions

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### 6.1 Submission Information

Number of Copies Required:

Two (2) original CDs (Each Labeled as "Original") and eight (8) CD copies (Each labeled as "Copy"). In addition, any required confidential financial or audit information relating to the company and not specifically to the proposal may be copied separately to four (4) additional CDs (Each labeled "Corporate Confidential Information"). All CD files shall be in Microsoft Word format. Additional file formats (i.e. .xls, .mpp) may be required as requested.

It is the responsibility of the bidder to ensure all submitted CDs are machine readable, virus free and are otherwise error-free. CDs (or their component files) not in this condition may be cause for the vendor to be disqualified from bidding.

Bidders will no longer be required to make hard copies.

The proposal must be submitted in ten (10) separate CD copies separately and submitted under separate cover.

- Volume 1 – Technical Proposal
- Volume 2 – Business Proposal

For both the Technical Proposal and the Business Proposal, the ten (10) separate CDs must consist of two (2) labeled originals and eight (8) labeled copies. The original copies of each of the Technical and Business Proposal CDs must be clearly marked as such. In addition, see Section 8 for copies of other required forms to be included in each proposal.

Each of the proposal files must be a single file comprising each entire proposal. The CD Directory.doc file must contain a Word table listing each file contained on the CD along with a short description of each. Bidder must certify that these CD's have been scanned and are free from viruses and other malicious software.

The Technical Proposal Volume copies must be labeled on the outside as follows:

<p>State of Delaware Department of Health and Social Services RFP</p> <p>Volume 1 Learning Management System - Technical Proposal</p> <p>DHSS RFP #PSC 0856 (Name of Bidder)</p> <p><b><i>March 23, 2009 11:00 A.M. EDT</i></b></p>
---

The Business Proposal Volume copies must be labeled on the outside as follows:

<p>State of Delaware Department of Health and Social Services RFP</p> <p>Volume 2 Learning Management System - Business Proposal</p> <p>DHSS RFP #PSC 0856 (Name of Bidder) <b><i>March 23, 2009 11:00 A.M. EDT</i></b></p>
---

#### **6.1.1 Proposal Delivery**

Proposals must be delivered to:

Sandra Skelley, Procurement Administrator  
DE Department of Health & Social Services  
Division of Management Services  
Administration Building- 2<sup>nd</sup> Floor Main Bldg., Room 259  
1901 N. DuPont Highway  
New Castle, DE 19720

#### **6.1.2 Closing Date**

All responses must be received no later than ***March 23, 2009 11:00 A.M. EDT.***

#### **6.1.3 Notification of Award**

Proposed date the Notification of Award will be mailed to all bidders: ***April 2, 2009.***

#### **6.1.4 Bidder Questions**

All questions shall be submitted electronically and shall reference the pertinent RFP section(s) and page number(s). Written responses will be binding and included in the contract as an appendix. Bidders may not contact State staff with questions. Questions sent electronically are the only ones which will be considered. Only those questions received by:

**Robin Russell**  
**Division of Social Services**  
**Biggs Bldg**  
**1901 N. DuPont Hwy.**  
**New Castle, DE 19720**  
**robin.russell@state.de.us**

**by February 23, 2009 04:30 P.M. EDT** will be considered. DHSS shall not respond to questions received after that time. A final list of written questions and responses will be posted as an RFP addendum on the Internet at [www.state.de.us/dhss/rfp/dhssrfp.htm](http://www.state.de.us/dhss/rfp/dhssrfp.htm).

### 6.1.5 Anticipated Schedule

The following timetable is anticipated for key activities within the procurement process:

Activity	Schedule
State Publishes RFP	<i>February 9, 2009</i>
Submission of Questions	<i>February 23, 2009 04:30 P.M. EDT</i>
Response to Questions	<i>March 6, 2009 04:30 P.M. EDT</i>
Receipt of Proposals	<i>March 23, 2009 11:00 A.M. EDT</i>
Notification of Award	<i>April 2, 2009</i>
Contract Signature	<i>May 2, 2009</i>
Project Start	<i>June 15, 2009</i>

### 6.1.6 Proposal Becomes State Property

All proposals become the property of the State of Delaware and will not be returned to bidders. DHSS will not divulge specific content of proposals to the extent that the bidder identifies contents as privileged or confidential. Any information not so designated will be considered public information.

### 6.1.7 RFP and Final Contract

The contents of the RFP will be incorporated into the final contract and will become binding upon the successful bidder.

### 6.1.8 Proposal and Final Contract

The bidder's proposal will be incorporated into the final contract and be considered binding upon the successful bidder.

### 6.1.9 Modifications to Proposals

Modifications to proposals will not be accepted after the submission deadline. At any time, DHSS reserves the right to request clarification and/or further technical information from any contractor submitting a proposal.

### 6.1.10 Alternative Solutions

The proposal must contain a single solution, including hardware and software. This is critical in ensuring project success and that project costs are expected, administered and contained. Bidders may propose alternative solutions but only as fully separate proposals that will be evaluated separately. Single proposals containing alternative/multiple solutions will be failed.

### 6.1.11 Cost of Proposal Preparation

All costs of proposal preparation will be borne by the bidder.

## 6.2 Volume I – Technical Proposal Contents

The Technical Proposal shall consist of and be labeled with the following sections:

- A. Transmittal Letter
- B. Required Forms
- C. Executive Summary
- D. Project Management Plan
- E. Contractor Responsibilities/Project Requirements
- F. Staff Qualifications and Experience
- G. Firm Past Performance and Qualifications

The format and contents for the material to be included under each of these headings is described below. Each subsection within the Technical Proposal must include all items listed under a heading because evaluation of the proposals shall be done on a section-by-section or functional area basis. **No reference to, or inclusion, of cost information shall appear in the Technical Proposal or Transmittal Letter.**

#### **6.2.1 Transmittal Letter (Section A)**

The Transmittal Letter shall be written on the bidder's official business letterhead stationery. The letter is to transmit the proposal and shall identify all materials and enclosures being forwarded collectively in response to this RFP. The Transmittal Letter must be signed by an individual authorized to commit the company to the scope of work proposed. It must include the following in the order given:

1. An itemization of all materials and enclosures being forwarded in response to the RFP
2. A statement certifying that the proposal CD's have been scanned and are free from viruses and other malicious software.
3. A reference to all RFP amendments received by the bidder (by amendment issue date), to warrant that the bidder is aware of all such amendments in the event that there are any; if none have been received by the bidder, a statement to that effect must be included
4. A statement that all proposal conditions are valid for 180 days from the deadline date for proposal submission
5. A statement that price and cost data are not contained in any part of the bid other than in the Business Proposal volume
6. A statement that certifies pricing was arrived at without any collusion or conflict of interest

The original of the Transmittal Letter shall be submitted in a separate, sealed envelope inside the package containing the Technical Proposals. All other copies of the Transmittal Letter shall be bound into the copies of the Technical Proposal.

#### **6.2.2 Required Forms (Section B)**

This section of the proposal will include the following completed forms:

##### **Certification and Statement of Compliance**

Appendix B. This is a mandatory form in which the bidder must certify certain required compliance provisions.

##### **Mandatory Submission Requirements Checklist**

Appendix G. This is the mandatory submission requirements checklist. Agreement to or acknowledgement of a requirement is shown by a Y (Yes) or N (No) next to the

requirement and a signature at the bottom of the checklist. **Failure to adequately meet any one (1) mandatory requirement may cause the entire proposal to be deemed non-responsive and be rejected from further consideration.** However, the State reserves the right to waive minor irregularities and minor instances of non-compliance.

**State of Delaware Contracts Disclosure**

Appendix H. On this form, bidder shall list all contracts awarded to it or its predecessor firm(s) by the State of Delaware that have been active during the last three (3) years. Failure to list any contract as required by this paragraph may be grounds for immediate rejection of the bid.

**Bidders Signature Form**

Appendix J. This is a standard bidder information form.

**Office of Minority and Women Business Enterprise Self-Certification Tracking Form**

Appendix K: This is an optional form

**Bidder Project Experience**

Appendix L: This provides a standard form to document vendor's work on similar projects.

**6.2.3 Executive Summary (Section C)**

Bidder shall present a high-level project description to give the evaluation team and others a broad understanding of the technical proposal and the bidder's approach to this project. This should summarize project purpose, key project tasks, a timeline, deliverables and key milestones, qualifications of key personnel, along with subcontractor usage and their scope of work. A summary of the bidder's corporate resources, including previous relevant experience, staff, and financial stability must be included. The Executive Summary is limited to a maximum of ten (10) pages.

**6.2.4 Project Management Plan (Section D)**

Bidder shall describe the overall plan and required activities in order to implement the project within the budget and described schedule. This should include descriptions of management controls, processes and reporting requirements that will be put into place to ensure a smooth administration of this project.

**Project Plan (Section D.1)**

Bidder must outline a project plan with the following information:

- Key dates including dates for deliverable submission and milestones
- Staffing structure, with a breakdown by activity, task and subtask within the entire project
- An organization chart with named staff
- Description at the subtask level including duration and required staff resources (contractor vs. State) and hours
- Resource staffing matrix by subtask, summarized by total hours by person, per month.

The project plan must be in Microsoft Project format. Bidder must also discuss procedures for project plan maintenance, status reporting, deliverable walkthroughs,

subcontractor management, issue tracking and resolution, interfacing with State staff and contract management.

#### **6.2.5 Project Requirements (Section E)**

Bidder must describe their understanding and approach to meet the expectations and mandatory requirements specified in Section 4. Please address each numbered subsection in this section separately in sequence as “RFP Section 4.x.x”. Address bulleted and titled requirement paragraphs within subsections as “Bullet n” and “Paragraph Title” respectively. Please address State staffing considerations in subsections where staffing is mentioned. The Crosswalk of RFP Section 4 in Appendix I must be completed in full and included in the beginning of this section of the bidder’s proposal.

#### **6.2.6 Staff Qualifications and Experience (Section F)**

Bidders shall submit a staff skills matrix in their own format to summarize relevant experience of the proposed staff, including any subcontractor staff in the areas of:

- Technical project management
- Planning
- Requirements Analysis
- Technical analysis
- Development
- Subject Matter Expertise
- Documentation
- Training

Additionally, bidders shall provide a narrative description of experience each key staff member has in the areas relevant to this project. Bidder and subcontractor staff shall be separately identified. Contractor staff requirements will be addressed as outlined in subsection 4.1. Resumes will be formatted as outlined in Appendix E and included in this section of the proposal. Bidder must also provide an organization chart of all proposed staff.

If subcontractors are being proposed, then include the name and address of each subcontractor entity along with an organization chart indicating staffing breakdown by job title and staff numbers on this project. This organization chart must show how the individual subcontractor entity will be managed by your firm as the primary contractor. Any sub or co-contractor entity(s) proposed will need prior approval by the State before the contract is signed. If proposing no sub contractors, please state in this proposal section “**No subcontractors are being proposed as part of this contract.**” Please refer to RFP Appendix A for subcontractor standards.

#### **6.2.7 Firm Past Performance and Qualifications (Section G)**

The bidder shall describe their corporate experience within the last five (5) years directly related to the proposed contract. Also include experience in other government projects of a similar scale.

Experience of proposed subcontractors shall be presented separately.

Provide a summary description of each of these projects including the contract cost and the scheduled and actual completion dates of each project. For each project, provide

name, address and phone number for an administrative or managerial customer reference familiar with the bidder's performance. Use the form provided in Appendix L.

### **6.3 Volume II – Business Proposal Contents**

The business proposal volume will contain all project costs along with evidence of the bidder's financial stability.

#### **6.3.1 Project Cost Information (Section A)**

The bidder shall provide costs for the Technical Proposal Volume as outlined in Appendix F.

In completing the cost schedules, rounding should not be used. A total must equal the sum of its details/subtotals; a subtotal must equal the sum of its details.

**Cost information must only be included in the Business Proposal Volume. No cost information should be listed in the Technical Proposal Volume.**

Project Cost cap is limited to \$125,000 and is a mandatory submission requirement.

#### **6.3.2 Vendor Stability and Resources (Section B)**

The bidder shall describe its corporate stability and resources that will allow it to complete a project of this scale and meet all of the requirements contained in this RFP. The bidder's demonstration of its financial solvency and sufficiency of corporate resources is dependent upon whether the bidder's organization is publicly held or not:

- If the bidder is a publicly held corporation, enclose a copy of the corporation's most recent three years of audited financial reports and financial statements, a recent Dun and Bradstreet credit report, and the name, address, and telephone number of a responsible representative of the bidder's principle financial or banking organization; include this information with copy of the Technical Proposal and reference the enclosure as the response to this subsection; or
- If the bidder is not a publicly held corporation, the bidder may either comply with the preceding paragraph or describe the bidding organization, including size, longevity, client base, areas of specialization and expertise, a recent Dun and Bradstreet credit report, and any other pertinent information in such a manner that the proposal evaluator may reasonably formulate a determination about the stability and financial strength of the bidding organization; also to be provided is a bank reference and a credit rating (with the name of the rating service); and
- Disclosure of any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the bidding organization; or warrant that no such condition is known to exist.

This level of detail must also be provided for any subcontractor(s) who are proposed to complete at least ten (10) percent of the proposed scope of work.



## 7 Terms and Conditions

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The following provisions constitute the terms and conditions of the contractual agreement between the State of Delaware, Department of Health and Social Services (DHSS) and its contractor. This section contains terms and conditions specific to this RFP. The general terms and conditions are contained in Appendix A. The standard departmental contract is contained in Appendix C.

### 7.1 Contract Composition

The terms and conditions contained in this section constitute the basis for any contract resulting from this RFP. The State will be solely responsible for rendering all decisions on matters involving interpretation of terms and conditions. All contracts shall be in conformity with, and shall be governed by, the applicable laws of the federal government and the State of Delaware.

The component parts of the contract between the State of Delaware and the contractor selected from the evaluation of responses to this RFP shall consist of:

- The Delaware contract signed by all parties, and any subsequent amendments to that document
- The RFP, inclusive of appendices and exhibits
- Any amendments to the RFP
- The contractor's proposal and any written clarifications or representations incorporated as part of the procurement process.

In the event of any conflict between the terms and provisions of this contract and other documents executed preliminary to construction of this contract, the terms and provisions of this contract shall prevail over conflicting terms and provisions in these other documents.

### 7.2 Payment for Services Rendered

Services will be bound by a firm fixed price contract. The firm fixed price will be the Total Costs for Deliverables as identified in Appendix F. Payments will be made based upon the contractor's satisfactory completion and State approval of the identified scheduled milestones.

### 7.3 Contract Term

The maximum term of the project is 90 days from contract signature. Bidder may propose a shorter term in their proposal.

### 7.4 Contractor Personnel

DHSS shall have the right to require the Contractor to remove any individual from his/her assignment to this Agreement by the Contractor or any subcontractor, if, in the opinion of DHSS, such employee is uncooperative, inept, incompetent or otherwise unacceptable. If the vendor must make a staff substitution for whatever reason, a staff person with equivalent qualifications and experience will be proposed to the State as soon as possible. The State Project Manager(s) must approve this substitution before their term on the project begins. In the event that a staff position becomes temporarily or

permanently vacant for any reason, including the contractor's choice to reassign a staff member, DHSS may reduce payments to the Contractor in the amount equal to the vacated positions pay rate for the time period the position is vacant. DHSS may choose to waive its right to reduce payments if the State Project Managers approve a proposed replacement staff member who can assume the vacated position immediately upon its vacancy.

### **7.5 DTI Requirements**

The Supplier(s) shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the Supplier(s), its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, the Supplier(s) shall follow practices consistent with generally accepted professional and technical standards. The Supplier(s) shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the standards promulgated by the Department of Technology and Information (DTI) and as modified from time to time by DTI during the term of this Agreement. If any service, product or deliverable furnished pursuant to this Agreement does not conform to DTI standards, the Supplier(s) shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to DTI standards. The Supplier(s) shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by the Supplier's failure to ensure compliance with DTI standards.

### **7.6 Funding**

This contract is dependent upon the appropriation of the necessary funding.

DHSS reserves the right to reject or accept any bid or portion thereof, as may be necessary to meet its funding limitations and processing constraints.

### **7.7 Confidentiality**

The contractor shall safeguard any client information and other confidential information that may be obtained during the course of the project and will not use the information for any purpose other than the Contract may require.

### **7.8 Method of Payment:**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

### **7.9 Contract Transition**

In the event the Department awards the contract to another Contractor, through contract expiration or termination of this contract, the Contractor will develop a plan to facilitate a smooth transition of contracted functions either back to the Department or to another Contractor designated by the State. This close out plan must be approved by the Department.

## **8 Appendices**

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Appendices referenced in this RFP are included in this section. The following are included for the bidder's use in submitting a proposal.

- A. General Terms and Conditions**
- B. Certification and Statement of Compliance**
- C. Standard Departmental Contract**
- D. Website Links**
- E. Key Position Resume**
- F. Project Cost FormForms**
- G. Mandatory Submission Requirements Checklist**
- H. State of Delaware Contracts Disclosure**
- I. Crosswalk of RFP Section 4**
- J. Bidders Signature Form**
- K. Office of Minority and Women Business Enterprise Self-Certification Tracking Form**
- L. Bidder Project Experience**

The following Appendices must be completed by all bidders and included as part of the specified proposal:

- **Technical Proposal - Appendices B, E, G, H, I, J, L**
- **Business Proposal – Appendix F**

# **Appendix A**

## **A. General Terms and Conditions**

## **Appendix A**

### **General Terms and Conditions**

The following provisions are applicable to all DHSS RFP's

#### **1) Proposal Becomes State Property**

All proposals become the property of the State of Delaware and will not be returned to contractors.

#### **2) RFP and Final Contract**

The contents of this RFP will be incorporated into the final contract and will become binding upon the successful bidder. If bidders are unwilling to comply with certain RFP requirements, terms and conditions, objections must be clearly stated in the proposal and will be subject to negotiation at the discretion of the Department.

#### **3) Proposal and Final Contract**

The bidder's proposal will be incorporated into the final contract and be considered binding upon the successful bidder.

#### **4) Amendments to Proposals**

Amendments to proposals will not be accepted after the submission deadline. DHSS reserves the right to request clarification and/or further technical information from any contractor submitting a proposal at any time.

#### **5) Cost of Proposal Preparation**

All costs of proposal preparation will be borne by the bidder.

#### **6) Investigation of Contractor's Qualifications**

The State of Delaware may make such investigation as it deems necessary to determine ability of potential contractors to furnish required services, and contractors shall furnish the State with data requested for this purpose. The State reserves the right to reject any offer if evidence submitted or investigation of such contractor fails to satisfy the State that the contractor is properly qualified to deliver services.

Bidder shall list all contracts awarded to it or its predecessor firm(s) by the State of Delaware during the last three years, by State Department, Division, Contact Person (with address/phone number), period of performance and amount. The Evaluation/Selection Review Committee will consider these as additional references and may contact these sources. Information regarding bidder performance gathered from these sources may be included in the Committee's deliberations and may be factored into the final scoring of the bid. Failure to list any contract as required by this paragraph may be grounds for immediate rejection of the bid.

#### **7) Certifications, Representations, Acknowledgments**

Using Appendix B, bidding contractors must certify that:

- They are a regular dealer in the services being procured.
- They have the ability to fulfill all requirements specified for development with this RFP.

- They have independently determined their prices.
- They are accurately representing their type of business and affiliations.
- They have acknowledged any contingency fees paid to obtain award of this contract.
- They have included in their quotation all costs necessary for or incidental to their total performance under the contract.
- They will secure a Delaware Business License.
- They will secure the appropriate type and amounts of insurance coverage required by the State. Proof of such coverage will be a requirement of the contract.

#### **8) Ownership Rights**

The State will retain ownership rights to all materials including software, designs, drawings, specifications, notes, electronically or magnetically recorded material, and other work in whatever form, developed during the performance of this contract. A fundamental obligation herein imposed on the Contractor is the assignment by the Contractor to DHSS of all ownership rights in the completed project. This obligation on the part of the Contractor to assign all ownership rights is not subject to limitation in any respect, whether by characterization of any part of the deliverables as proprietary or by failure to claim for the cost thereof. The provisions of this article shall be incorporated into any subcontract.

#### **9) Federal/State Access Rights**

Appropriate Federal and/or State representatives will have access to work in progress and to pertinent cost records of the contractor and its subcontractors at such intervals as any representative shall deem necessary.

#### **10) Reserved Rights of the Department of Health & Social Services**

The Department reserves the right to:

- Reject any and all proposals received in response to this RFP
- Select for contract or for negotiations a proposal other than that with the lowest cost
- Waive or modify any information, irregularities or inconsistencies in proposals received;
- Negotiate as to any aspect of the proposal with any proposer and negotiate with more than one proposer at the same time;
- If negotiations fail to result in an agreement within two weeks, terminate negotiations and select the next most responsive proposer, prepare and release a new RFP, or take such other action as the Department may deem appropriate.

#### **11) Standard for Subcontractors**

The contract with the prime contractor will bind subcontractors to the prime contractor by the terms, specifications and standards of this statement of work and any subsequent proposals and contracts. All such terms, specifications, and standards shall preserve and protect the rights of the State with respect to the services to be performed by the subcontractor, so that the subcontractor will not prejudice such rights. The use of subcontractors on this project must have the prior approval of the State.

**12) Irrevocable License**

The State of Delaware reserves a royalty-free, exclusive, and irrevocable license to reproduce, publish, or otherwise use the copyright of any deliverables developed under the resulting contract.

**13) Non-Discrimination**

The selected provider will be required to sign a contract containing a clause that prohibits the provider from discriminating against employees on the basis of their race, color, sex, religion, age and national origin.

**14) Right to a Debriefing**

To request a debriefing on a bidder selection, the bidder must submit a letter requesting a debriefing to the Procurement Administrator, DHSS, within ten days of the announced selection. In the letter, the bidder must specifically state the reason(s) for the debriefing. Debriefing requests must be based on pertinent issues relating to the selection process. Debriefing requests based on specifications in the RFP will not be accepted. All debriefing requests will be evaluated in accordance with these conditions. Debriefing requests that meet these conditions will be reviewed and respectively answered by the Procurement Administrator and/or Debriefing Committee.

**15) Hiring Provision**

Staff contracted to provide the services requested in this RFP are not precluded from seeking employment with the State of Delaware. The contractor firm selected as a result of this RFP shall not prohibit their employees or subcontractor staff from seeking employment with the State of Delaware.

**16) Anti Lobbying**

The selected contractor must certify that no Federal funds will be used to lobby or influence a Federal officer or a Member of Congress and that the contractor will file required Federal lobbying reports.

**17) Anti Kick-back**

The selected contractor will be expected to comply with other federal statutes including the Copeland "Anti-Kickback Act" (18 U.S.C.874), Section 306 of the Clean Air Act, Section 508 of the Clean Water Act , and the Debarment Act.

**18) Delaware Contract Language**

Appendix C contains a copy of the standard Departmental contract, which will be used for the agreement between the State and the winning bidder. The State will not entertain any modifications to the language of this document. By submitting a proposal to this RFP, the bidder agrees to be bound by the terms and conditions in that contract document.

**19) Project Cost**

The Department reserves the right to award this project to a bidder other than the one with the lowest cost or to decide not to fund this project at all. Cost will be balanced against the score received by each bidder in the rating process. The State of Delaware reserves the right to reject, as technically unqualified, proposals that are unrealistically low if, in judgment of the Selection Committee, a lack of sufficient budgeted resources would jeopardize the successful completion of the project.

**20) Public Record**

The Department will not divulge specific content of proposals to the extent that the contractor identifies contents as privileged or confidential. Any information not so designated will be considered public information.

**21) Minority/Women/Disadvantaged Business Certification**

If the proposer wishes to have M/W/D business enterprise status taken into consideration, they should submit proof of such certification with their bid response.

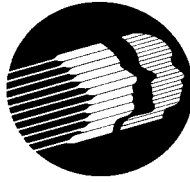
If the proposer wishes to have M/W/D business enterprise status taken into consideration, they should submit proof of such certification with their bid response. Further information, guidelines and forms for such certifications can be found at:

<http://www2.state.de.us/omwdb/>



# **Appendix B**

## **B. Certification and Statement of Compliance**



DELAWARE HEALTH AND SOCIAL SERVICES  
REQUEST FOR PROPOSAL

CERTIFICATION SHEET

As the official representative for the bidder, I certify on behalf of the agency that:

- a. They are a regular dealer in the services being procured.
- b. They have the ability to fulfill all requirements specified for development within this RFP.
- c. They have independently determined their prices.
- d. They are accurately representing their type of business and affiliations.
- e. They will secure a Delaware Business License.
- f. They have acknowledged that no contingency fees have been paid to obtain award of this contract.
- g. The Prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor;
- h. Unless otherwise required by Law, the prices which have been quoted in this offer have not been knowingly disclosed by the contractor and prior to the award in the case of a negotiated procurement, directly or indirectly to any other contractor or to any competitor; and
- i. No attempt has been made or will be made by the contractor in part to other persons or firm to submit or not to submit an offer for the purpose of restricting competition.
- j. They have not employed or retained any company or person (other than a full-time bona fide employee working solely for the contractor) to solicit or secure this contract, and they have not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the contractor) any fee, commission percentage or brokerage fee contingent upon or resulting from the award of this contract.
- k. They (check one) operate \_\_\_an individual; \_\_\_a Partnership \_\_\_a non-profit (501 C-3) organization; \_\_\_a not-for-profit organization; or \_\_\_for Profit Corporation, incorporated under the laws of the State of \_\_\_\_\_.
- l. The referenced bidder has neither directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to Delaware Health and Social Services
- m. The referenced bidder agrees that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this invitation to bid including all specifications and special provisions.

- n. They (check one): \_\_\_\_\_ are; \_\_\_\_\_ are not owned or controlled by a parent company. If owned or controlled by a parent company, enter name and address of parent company:

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Violations and Penalties:

Each contract entered into by an agency for professional services shall contain a prohibition against contingency fees as follows:

1. The firm offering professional services swears that it has not employed or retained any company or person working primarily for the firm offering professional services, to solicit or secure this agreement by improperly influencing the agency or any of its employees in the professional service procurement process.
2. The firm offering the professional services has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working primarily for the firm offering professional services, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this agreement; and
3. For the violation of this provision, the agency shall have the right to terminate the agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

The following conditions are understood and agreed to:

- a. No charges, other than those specified in the cost proposal, are to be levied upon the State as a result of a contract.
- b. The State will have exclusive ownership of all products of this contract unless mutually agreed to in writing at the time a binding contract is executed.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature & Title of Official Representative

\_\_\_\_\_  
Type Name of Official Representative

**PROCUREMENT****STATEMENT OF COMPLIANCE**

As the official representative for the contractor, I  
Certify that on behalf of the agency that \_\_\_\_\_  
(Company name) will comply with all Federal and State of Delaware laws, rules, and  
regulations, pertaining to equal employment opportunity and affirmative action laws. In  
addition, compliance will be assured in regard to Federal and State of Delaware laws  
and Regulations relating to confidentiality and individual and family privacy in the  
collection and reporting of data.

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# **Appendix C**

## **C. Standard Departmental Contract**

# CONTRACT

## A) Introduction

1. This contract is entered into between the Delaware Department of Health and Social Services (the Department), Division of \_\_\_\_\_ (Division) and \_\_\_\_\_ (the Contractor).
2. The Contract shall commence on \_\_\_\_\_ and terminate on \_\_\_\_\_ unless specifically extended by an amendment, signed by all parties to the Contract. Time is of the essence. (Effective contract start date is subject to the provisions of Paragraph C 1 of this Agreement.)

## B) Administrative Requirements

1. Contractor recognizes that it is operating as an independent Contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the Contractor's negligent performance under this Contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the Contractor in their negligent performance under this Contract.
2. The Contractor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this Contract. The Contractor is an independent contractor and is not an employee of the State.
3. During the term of this Contract, the Contractor shall, at its own expense, carry insurance with minimum coverage limits as follows:

a) Comprehensive General Liability	\$1,000,000
and	
b) Medical/Professional Liability	\$1,000,000/ \$3,000,000
or	
c) Misc. Errors and Omissions	\$1,000,000/\$3,000,000
or	
d) Product Liability	\$1,000,000/\$3,000,000

All contractors must carry (a) and at least one of (b), (c), or (d), depending on the type of service or product being delivered.

If the contractual service requires the transportation of Departmental clients or staff, the contractor shall, in addition to the above coverage, secure at its own expense the following coverage:

- e) Automotive Liability (Bodily Injury)     \$100,000/\$300,000
- f) Automotive Property Damage (to others)     \$ 25,000

4. Notwithstanding the information contained above, the Contractor shall indemnify and hold harmless the State of Delaware, the Department and the Division from contingent liability to others for damages because of bodily injury, including death, that may result from the Contractor's negligent performance under this Contract, and any other liability for damages for which the Contractor is required to indemnify the State, the Department and the Division under any provision of this Contract.
5. The policies required under Paragraph B3 must be written to include Comprehensive General Liability coverage, including Bodily Injury and Property damage insurance to protect against claims arising from the performance of the Contractor and the contractor's subcontractors under this Contract and Medical/Professional Liability coverage when applicable.
6. The Contractor shall provide a Certificate of Insurance as proof that the Contractor has the required insurance. The certificate shall identify the Department and the Division as the "Certificate Holder" and shall be valid for the contract's period of performance as detailed in Paragraph A 2.
7. The Contractor acknowledges and accepts full responsibility for securing and maintaining all licenses and permits, including the Delaware business license, as applicable and required by law, to engage in business and provide the goods and/or services to be acquired under the terms of this Contract. The Contractor acknowledges and is aware that Delaware law provides for significant penalties associated with the conduct of business without the appropriate license.
8. The Contractor agrees to comply with all State and Federal licensing standards and all other applicable standards as required to provide services under this Contract, to assure the quality of services provided under this Contract. The Contractor shall immediately notify the Department in writing of any change in the status of any accreditations, licenses or certifications in any jurisdiction in which they provide

services or conduct business. If this change in status regards the fact that its accreditation, licensure, or certification is suspended, revoked, or otherwise impaired in any jurisdiction, the Contractor understands that such action may be grounds for termination of the Contract.

a) If a contractor is under the regulation of any Department entity and has been assessed Civil Money Penalties (CMPs), or a court has entered a civil judgment against a Contractor or vendor in a case in which DHSS or its agencies was a party, the Contractor or vendor is excluded from other DHSS contractual opportunities or is at risk of contract termination in whole, or in part, until penalties are paid in full or the entity is participating in a corrective action plan approved by the Department.

A corrective action plan must be submitted in writing and must respond to findings of non-compliance with Federal, State, and Department requirements. Corrective action plans must include timeframes for correcting deficiencies and must be approved, in writing, by the Department.

The Contractor will be afforded a thirty (30) day period to cure non-compliance with Section 8(a). If, in the sole judgment of the Department, the Contractor has not made satisfactory progress in curing the infraction(s) within the aforementioned thirty (30) days, then the Department may immediately terminate any and/or all active contracts.

9. Contractor agrees to comply with all the terms, requirements and provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and any other federal, state, local or any other anti discriminatory act, law, statute, regulation or policy along with all amendments and revision of these laws, in the performance of this Contract and will not discriminate against any applicant or employee or service recipient because of race, creed, religion, age, sex, color, national or ethnic origin, disability or any other unlawful discriminatory basis or criteria.
10. The Contractor agrees to provide to the Divisional Contract Manager, on an annual basis, if requested, information regarding its client population served under this Contract by race, color, national origin or disability.



11. This Contract may be terminated in whole or part:

a) by the Department upon five (5) calendar days written notice for cause or documented unsatisfactory performance,

b) by the Department upon fifteen (15) calendar days written notice of the loss of funding or reduction of funding for the stated Contractor services as described in Appendix B,

c) by either party without cause upon thirty (30) calendar days written notice to the other Party, unless a longer period is specified in Appendix A.

In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, models, maps, photographs, and reports or other material prepared by Contractor under this contract shall, at the option of the Department, become the property of the Department.

In the event of termination, the Contractor, upon receiving the termination notice, shall immediately cease work and refrain from purchasing contract related items unless otherwise instructed by the Department.

The Contractor shall be entitled to receive reasonable compensation as determined by the Department in its sole discretion for any satisfactory work completed on such documents and other materials that are usable to the Department. Whether such work is satisfactory and usable is determined by the Department in its sole discretion.

Should the Contractor cease conducting business, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets, or shall avail itself of, or become subject to any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors, then at the option of the Department, this Contract shall terminate and be of no further force and effect. Contractor shall notify the Department immediately of such events.

12. Any notice required or permitted under this Contract shall be effective upon receipt and may be hand delivered with receipt requested or by registered or certified mail with return receipt requested to the addresses listed below. Either Party may change its address for notices and official formal correspondence upon five (5) days written notice to the other.

To the Division at:

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To the Contractor at:

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13. In the event of amendments to current Federal or State laws which nullify any term(s) or provision(s) of this Contract, the remainder of the Contract will remain unaffected.
14. This Contract shall not be altered, changed, modified or amended except by written consent of all Parties to the Contract.
15. The Contractor shall not enter into any subcontract for any portion of the services covered by this Contract without obtaining prior written approval of the Department. Any such subcontract shall be subject to all the conditions and provisions of this Contract. The approval requirements of this paragraph do not extend to the purchase of articles, supplies, equipment, rentals, leases and other day-to-day operational expenses in support of staff or facilities providing the services covered by this Contract.

16. This entire Contract between the Contractor and the Department is composed of these several pages and the attached:

Appendix A - Divisional Requirements

Appendix B - Services Description

Appendix C - Contract Budget

Appendix .....

17. This Contract shall be interpreted and any disputes resolved according to the Laws of the State of Delaware. Except as may be otherwise provided in this contract, all claims, counterclaims, disputes and other matters in question between the Department and Contractor arising out of or relating to this Contract or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Delaware.
18. In the event Contractor is successful in an action under the antitrust laws of the United States and/or the State of Delaware against a vendor, supplier, subcontractor, or other party who provides particular goods or services to the Contractor that impact the budget for this Contract, Contractor agrees to reimburse the State of Delaware, Department of Health and Social Services for the pro-rata portion of the damages awarded that are attributable to the goods or services used by the Contractor to fulfill the requirements of this Contract. In the event Contractor refuses or neglects after reasonable written notice by the Department to bring such antitrust action, Contractor shall be deemed to have assigned such action to the Department.
19. Contractor covenants that it presently has no interest and shall not acquire any interests, direct or indirect, that would conflict in any manner or degree with the performance of this Contract. Contractor further covenants that in the performance of this contract, it shall not employ any person having such interest.
20. Contractor covenants that it has not employed or retained any company or person who is working primarily for the Contractor, to solicit or secure this agreement, by improperly influencing the Department or any of its employees in any professional procurement process; and, the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working primarily for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this agreement. For the violation of this provision, the Department shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
21. The Department shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract. Contractor shall have no right to

copyright any material produced in whole or in part under this Contract. Upon the request of the Department, the Contractor shall execute additional documents as are required to assure the transfer of such copyrights to the Department.

If the use of any services or deliverables is prohibited by court action based on a U.S. patent or copyright infringement claim, Contractor shall, at its own expense, buy for the Department the right to continue using the services or deliverables or modify or replace the product with no material loss in use, at the option of the Department.

22. Contractor agrees that no information obtained pursuant to this Contract may be released in any form except in compliance with applicable laws and policies on the confidentiality of information and except as necessary for the proper discharge of the Contractor's obligations under this Contract.
23. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such in writing, signed by authorized representatives of all parties and attached to the original Contract.
24. If the amount of this contract listed in Paragraph C2 is over \$25,000, the Contractor, by their signature in Section E, is representing that the Firm and/or its Principals, along with its subcontractors and assignees under this agreement, are not currently subject to either suspension or debarment from Procurement and Non-Procurement activities by the Federal Government.

### C) Financial Requirements

1. The rights and obligations of each Party to this Contract are not effective and no Party is bound by the terms of this contract unless, and until, a validly executed Purchase Order is approved by the Secretary of Finance and received by Contractor, *if required by the State of Delaware Budget and Accounting Manual*, and all policies and procedures of the Department of Finance have been met. The obligations of the Department under this Contract are expressly limited to the amount of any approved Purchase Order. The State will not be liable for expenditures made or services delivered prior to Contractor's receipt of the Purchase Order.
2. Total payments under this Contract shall not exceed \$ \_\_\_\_\_ in accordance with the budget presented in Appendix C. Payment will be made upon receipt of an itemized invoice from the Contractor in accordance with the payment schedule, if any. The contractor or vendor must accept full payment by procurement (credit) card and or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions. Contractor is responsible for costs incurred in excess of the total cost of this Contract and the Department is not responsible for such costs.

3. The Contractor is solely responsible for the payment of all amounts due to all subcontractors and suppliers of goods, materials or services which may have been acquired by or provided to the Contractor in the performance of this contract. The Department is not responsible for the payment of such subcontractors or suppliers.
4. The Contractor shall not assign the Contract or any portion thereof without prior written approval of the Department and subject to such conditions and revisions as the Department may deem necessary. No such approval by the Department of any assignment shall be deemed to provide for the incurrence of any obligations of the Department in addition to the total agreed upon price of the Contract.
5. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance under this Contract in accordance with generally accepted accounting principles and practices. Contractor shall also maintain the financial information and data used by Contractor in the preparation of support of its bid or proposal. Contractor shall retain this information for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Department shall have access to such books, records, documents, and other evidence for the purpose of inspection, auditing, and copying during normal business hours of the Contractor after giving reasonable notice. Contractor will provide facilities for such access and inspection.
6. The Contractor agrees that any submission by or on behalf of the Contractor of any claim for payment by the Department shall constitute certification by the Contractor that the services or items for which payment is claimed were actually rendered by the Contractor or its agents, and that all information submitted in support of the claims is true, accurate, and complete.
7. The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to the Department for disallowances shall be drawn from the Contractor's own resources and not charged to Contract costs or cost pools indirectly charging Contract costs.
8. When the Department desires any addition or deletion to the deliverables or a change in the services to be provided under this Contract, it shall so notify the Contractor. The Department will develop a Contract Amendment authorizing said change. The Amendment shall state whether the change shall cause an alteration in the price or time required by the Contractor for any aspect of its performance under the Contract. Pricing of changes shall be consistent with those prices or costs established within this Contract. Such amendment shall not be effective until executed by all Parties pursuant to Paragraph B 14.

#### D) Miscellaneous Requirements

1. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 46, (PM #46, effective 3/11/05), and divisional procedures regarding the reporting and investigation of suspected abuse, neglect,

- mistreatment, misappropriation of property and significant injury of residents/clients receiving services, including providing testimony at any administrative proceedings arising from such investigations. The policy and procedures are included as Appendix \_\_\_\_\_ to this Contract. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Contractor's procedures must include the position(s) responsible for the PM46 process in the provider agency. Documentation of staff training on PM46 must be maintained by the Contractor.
2. The Contractor, including its parent company and its subsidiaries, and any subcontractor, including its parent company and subsidiaries, agree to comply with the provisions of 29 Del. Code, Chapter 58: "Laws Regulating the Conduct of Officers and Employees of the State," and in particular with Section 5805 (d): "Post Employment Restrictions."
  3. *When required by Law*, Contractor shall conduct child abuse and adult abuse registry checks and obtain service letters in accordance with 19 Del. Code Section 708; and 11 Del. Code, Sections 8563 and 8564. Contractor shall not employ individuals with adverse registry findings in the performance of this contract.
  4. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 40 (PM #40, effective 3/10/2008), and divisional procedures regarding conducting criminal background checks and handling adverse findings of the criminal background checks. This policy and procedure are included as Appendix \_\_\_\_\_ to this Contract. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Contractor's procedures must include the title of the position(s) responsible for the PM40 process in the contractor's agency.
  5. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 36 (PM #36, effective 9/24/2008), and divisional procedures regarding minimal requirements of contractors who are engaging in a contractual agreement to develop community based residential arrangements for those individuals served by Divisions within DHSS. This policy and procedure are included as Appendix \_\_\_\_\_ to this Contract. It is understood that adherence to this policy includes individuals/entities that enter into a contractual arrangement (*contractors*) with the DHSS/Division to develop a community based residential home(s) and apartment(s). Contractors shall be responsible for their subcontractors' adherence with this policy and related protocol(s) established by the applicable Division.
  6. All Department campuses are tobacco-free. Contractors, their employees and sub-contractors are prohibited from using any tobacco products while on Department property. This prohibition extends to personal vehicles parked in Department parking lots.

E) Authorized Signatures:

For the Contractor:

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Name

---

Title

---

Date

For the Department:

---

Rita M. Landgraf  
Secretary

---

Date

For the Division:

---

Director

---

Date

# **Appendix D**

## **D. Website Links**

- DHSS Information Technology Standards  
<http://www.dhss.delaware.gov/dhss/dms/repstats.html>
- State of Delaware Web Standards  
<http://www.state.de.us/sos/gic/information/webstandards.shtml>
- DTI Executive Sponsor Reporting Standards and Change Management Standards  
<http://dti.delaware.gov/majorproj/majorproj.shtml>.



# **Appendix E**

## **E. Key Position Resume**

### Key Position Resume

Name: \_\_\_\_\_ Proposed Project Position: \_\_\_\_\_

Number of years experience in the proposed position: \_\_\_\_\_

Number of years experience in this field of work: \_\_\_\_\_

#### **Detail Training/Education**

(Repeat the format below for as many degrees/certificates as are relevant to this proposal. Dates between training/education may overlap.)

Degree/Certificate	Dates of Training/Education
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

#### **Detail Experience**

(Repeat the format below for as many jobs/projects as are relevant to this proposal. Dates between jobs/projects may overlap.)

Job/Project: \_\_\_\_\_ Position: \_\_\_\_\_

From Date: \_\_\_\_\_ To Date: \_\_\_\_\_

Description of the tasks this person performed in this job/project. Detail any state or government planning projects and specify the role of the person on each project

# **Appendix F**

## **F. Project Cost Forms**

### 1. Project Costs by Deliverables & Milestones

Phase	Deliverables & Milestones (M1-5)	Deliverable Cost	Milestone Cost
<b>Phase 1</b>	Deliverable 1: Detailed Project Plan		
	Deliverable 2: Communication Plan		
	Approval of Phase 1 <b>(M1)</b>		
<b>Phase 2</b>	Deliverable 3: Requirements Specifications Documents		
	Deliverable 4: Security Plan		
	Approval of Phase 2 <b>(M2)</b>		
<b>Phase 3</b>	Deliverable 5: Design Specifications Documents		
	Deliverable 6: Test, Training and Implementation Plans		
	Deliverable 7: Disaster Recovery Plan		
	Approval of Phase 3 <b>(M3)</b>		
<b>Phase 4</b>	Deliverable 8: System Test Results		
	Deliverable 9: User Acceptance Test Results		
	Deliverable 10: Maintenance Support Plan		
	Approval of Phase 4 <b>(M4)</b>		
<b>Phase 5</b>	Deliverable 11: Acceptance in Production of All Delivered Modules		
	Deliverable 12: Warranty Period		
	Approval of Phase 5 <b>(M5)</b>		
<b>Total Costs for Deliverables</b>			

**This schedule must match the Project Deliverables & Milestones table in Section 4.**

#### Milestone Cost Breakdown

- M1 = Total Cost for Phase 1 deliverables
- M2 = Total Cost for Phase 2 deliverables
- M3 = Total Cost for Phase 3 deliverables
- M4 = Total Cost for Phase 4 deliverables
- M5 = Total Cost for Phase 5 deliverables

Costs for each task/deliverable listed must be specified along with the total cost of all tasks/deliverables in each specified phase. Please check all figures for accuracy. Contractor may invoice for **milestone payments** upon formal approval by the Division and IRM.



### **3. Cost Cap**

Because this software is a commercial off-the-shelf (COTS) system, the cost cap for this contract shall not exceed \$125,000 (not including annual service agreement).

# **Appendix G**

## **G. Mandatory Submission Requirements Checklist**

### Mandatory Submission Requirements Checklist

Mandatory Submission Requirement	RFP Section	Compliance Y or N
The bid is submitted no later than the closing date and time	6.1.2	
The bid is submitted in separate sealed volumes containing the Technical and Business proposals	6.1	
The correct number of copies of each proposal is submitted	6.1	
Each proposal volume is labeled correctly	6.1	
Proposal conditions are valid for 180 days from the deadline date for proposal submission	6.2.1	
The proposal contains a single solution in terms of this planning project	6.1.10	
Bidder/Proposed Subcontractor has appropriate project experience	6.2.7	
Transmittal Letter submitted on official business letterhead and signed by an authorized representative	6.2.1	
Proposal CD's have been scanned and are free from viruses and other malicious software.	6.2.1	
Bidder Agrees to Comply with the provisions specified in the General Terms and Conditions	Appendix 0	
Technical proposal is submitted with a duly signed and dated copy of the Certification/Statement of Compliance	Appendix 0	
Completed Project Cost Forms	Appendix 0	
Total Project Cost does not exceed cost cap	Appendix 0	
Technical proposal is submitted with a completed, duly signed and dated copy of the Submission Requirements Checklist	6.2.2 & Appendix 0	
Completed State of Delaware Contracts Disclosure	Appendix 0	
Completed Crosswalk of RFP Section 4	6.2.5 & Appendix 0	
Completed Bidders Signature Form	Appendix 0	
Project timeline does not exceed specified project length	7.3	

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title / Company

\_\_\_\_\_  
Date



# **Appendix H**

## **H. State of Delaware Contracts Disclosure**

### State of Delaware Contracts Disclosure

Vendor/Predecessor Firm Name	State Department and Division	Contact Name, Address and Phone Number	Period of Performance	Contract Number	Amount
Sample Vendor Firm Name	DHSS \ DMS	Contact Name 1901 N DuPont Highway New Castle, DE 19720 302.999.9999	01/01/2002 – 12/31/2002	PSC-999999	\$100,000

Bidder shall list all contracts awarded to it or its predecessor firm(s) by the State of Delaware during the last three (3) years, by State Department, Division, Contact Person (with address/phone number), period of performance, contract number and amount. The Evaluation/Selection Review Committee will consider these additional references and may contact each of these sources. Information regarding bidder performance gathered from these sources may be included in the Committee's deliberations and factored in the final scoring of the bid. Failure to list any contract as required by this paragraph may be grounds for immediate rejection of the bid.

List contracts in the format specified. Include those contracts whose period of performance has been within the past three (3) years in addition to those awarded within this timeframe. Contracts with amendments only have to be listed once. If a vendor has had no contracts within this timeframe, enter **"No contracts to specify"** under Vendor/Predecessor Firm Name in the first row of the table.

# **Appendix I**

## **I. Crosswalk of RFP Section 4**

### Crosswalk of RFP Section 4

RFP Section	Proposal Section Number	Proposal Page Number
4.1 Staffing		
4.1.1 On-Site Staffing Requirement		
4.1.2 Offsite Project Work		
4.1.3 Offshore Project Work		
4.1.4 Project Manager Requirement		
4.2 Project Management		
4.3 Requirement to Comply with State Policies and Standards		
4.4 State Architecture Requirements		
4.5 Degree of Customization		
4.6 Backup and Recovery		
4.7 Disaster Recovery		
4.8 Specific Project		
4.9 Deliverables		
4.9.1 Phase1 Deliverable 1 and 2		
4.9.2 Phase 2 Deliverable 3 and 4		
4.9.3 Phase 3 Deliverable 5, 6 and 7		
4.9.4 Phase 4 Deliverable 8, 9 and 10		
4.9.5 Phase 5 Deliverable 11 and 12		

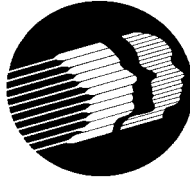
4.10 Project Expectations		
4.10.1 Customization/Development		
4.10.2 Collaboration		
4.10.3 Curriculum Management		
4.10.4 Customization		
4.10.5 Distribution/Deployment		
4.10.6 Financial		
4.10.7 Information Management		
4.10.8 Interface		
4.10.9 Integration		
4.10.10 Learner Functions		
4.10.11 Notification		
4.10.12 Registration		
4.10.13 Reporting		
4.10.14 Resources		
4.10.15 Schedule and Manage Resources		
4.10.16 Security		
4.10.17 Skills Management		
4.10.18 Standards		
4.10.19 Support		
4.10.20 Testing		
4.10.21 Site Requirements		
4.10.22 System Testing		
4.10.23 User Acceptance Testing		

4.10.24 Training		
4.10.25 Support Services		
4.10.26 Maintenance Services		
4.10.27 Documentation		

This is a template for the crosswalk of Section 4 in the RFP. It links the numbered RFP sections to the sections and page numbers of the bidder's proposal. Bidders are required to fill out this crosswalk completely for each numbered section in Section 4.

# **Appendix J**

## **J. Bidders Signature Form**



**DELAWARE HEALTH AND SOCIAL SERVICES  
REQUEST FOR PROPOSAL**

**BIDDERS SIGNATURE FORM**

**NAME OF BIDDER:**

**SIGNATURE OF AUTHORIZED PERSON:**

**TYPE IN NAME OF AUTHORIZED PERSON:** \_\_\_\_\_

**TITLE OF AUTHORIZED PERSON:** \_\_\_\_\_

**STREET NAME AND NUMBER:** \_\_\_\_\_

**CITY, STATE, & ZIP CODE:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

**FAX NUMBER:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**BIDDER'S FEDERAL EMPLOYERS IDENTIFICATION NUMBER:** \_\_\_\_\_

**DELIVERY DAYS/COMPLETION TIME:** \_\_\_\_\_

**F.O.B.:** \_\_\_\_\_

**TERMS:** \_\_\_\_\_

THE FOLLOWING MUST BE COMPLETED BY THE VENDOR:

**AS CONSIDERATION FOR THE AWARD AND EXECUTION BY THE DEPARTMENT OF HEALTH AND SOCIAL SERVICES OF THIS CONTRACT, THE (COMPANY NAME)** \_\_\_\_\_

HEREBY GRANTS, CONVEYS, SELLS, ASSIGNS, AND TRANSFERS TO THE STATE OF DELAWARE ALL OF ITS RIGHTS, TITLE AND INTEREST IN AND TO ALL KNOWN OR UNKNOWN CAUSES OF ACTION IT PRESENTLY HAS OR MAY NOW HEREAFTER ACQUIRE UNDER THE ANTITRUST LAWS OF THE UNITED STATES AND THE STATE OF DELAWARE, RELATING THE PARTICULAR GOODS OR SERVICES PURCHASED OR ACQUIRED BY THE DELAWARE HEALTH AND SOCIAL SERVICES DEPARTMENT, PURSUANT TO THIS CONTRACT.



# **Appendix K**

## **K. Office of Minority and Women Business Enterprise Self-Certification Tracking Form**



OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE  
SELF-CERTIFICATION TRACKING FORM

If your firm wishes to be considered for one of the classifications listed below, this page must be signed, notarized and returned with your proposal.

COMPANY NAME \_\_\_\_\_  
NAME OF AUTHORIZED REPRESENTATIVE (Please print) \_\_\_\_\_

SIGNATURE \_\_\_\_\_  
COMPANY \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
TELEPHONE # \_\_\_\_\_  
FAX # \_\_\_\_\_  
EMAIL ADDRESS \_\_\_\_\_  
FEDERAL EI# \_\_\_\_\_  
STATE OF DE BUSINESS LIC# \_\_\_\_\_

Note: Signature of the authorized representative MUST be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Delaware Health and Social Services.

Organization Classifications (Please circle)

Women Business Enterprise (WBE) \_\_\_\_\_ Yes/No

Minority Business Enterprise (MBE) \_\_\_\_\_ Yes/No

PLEASE CHECK ONE---CORPORATION \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_ INDIVIDUAL \_\_\_\_\_

For certification (WBE), (MBE), (DBE) please apply to Office of Minority & Women Business Enterprise Phone # (302) 739-7830 X34 (Mary Schrieber)

Fax# (302) 739-7839 Certification # \_\_\_\_\_ Certifying Agency \_\_\_\_\_

<http://www.state.de.us/omwbe>

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_ MY COMMISSION EXPIRES \_\_\_\_\_

CITY OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ STATE OF \_\_\_\_\_

## **Definitions**

The following definitions are from the State Office of Minority and Women Business Enterprise.

### **Women Owned Business Enterprise (WBE):**

At least 51% is owned by a women, or in the case of a publicly owned enterprise, a business enterprise in which at least 51% of the voting stock is owned by women; or any business enterprise that is approved or certified as such for purposes of participation in contracts subject to women-owned business enterprise requirements involving federal programs and federal funds.

### **Minority Business Enterprise (MBE):**

At least 51% is owned by minority group members; or in the case of a publicly owned enterprise, a business enterprise in which at least 51% of the voting stock is owned by minority group members; or any business enterprise that is approved or certified as such for purposes of participation in contracts subjects to minority business enterprises requirements involving federal programs and federal funds.

### **Corporation:**

An artificial legal entity treated as an individual, having rights and liabilities distinct from those of the persons of its members, and vested with the capacity to transact business, within the limits of the powers granted by law to the entity.

### **Partnership:**

An agreement under which two or more persons agree to carry on a business, sharing in the profit or losses, but each liable for losses to the extent of his or her personal assets.

### **Individual:**

Self-explanatory

For Certification in one of above bidder must contract:

Mary Schrieber

Office of Minority and Women Business Enterprise

(302) 739-7830 X 34

Fax (302) 739-7839

# **Appendix L**

## **L. Bidder Project Experience**



## Delaware Health and Social Services

### Bidder Project Experience

<b>Client</b>	
<b>Contact Name</b>	
<b>Telephone No.</b>	
<b>Location Street Address/City State/ZIP</b>	
<b>Location City/State</b>	
<b>Type of Facility</b>	
<b>Comparable Project Experience</b>	
<b>Current Status (WIP/Complete)</b>	
<b>Original Budget</b>	
<b>Completed Budget</b>	
<b>Original Schedule</b>	
<b>Completed Schedule</b>	
<b>Comments:</b>	
<p>Use one page per client. All clients will be used as references and all projects must be completed or work in progress. For projects in progress, state the estimated final budget and schedule dates based on current status. The Contact must be an administrative or managerial customer reference familiar with the bidder's performance.</p>	

# **Appendix M**

## **M. Table of Individual Employee Training “Events” Used in DHSS HRMS TAS System**

## Table of Individual Employee Training “Events” Used in DHSS HRMS TAS System

### A.) English Language Descriptions of Table Columns

#### TRAINING

Training Employee Social Security Number
Training Type Indicator
Training Identifier Date Time
Training Start Date Time
Training Course Number Code (FK)
Training Course Name
Training Conference Workshop Name
Training Tuition Name
Training End Date Time
Training Status Code
Training InHouse Per Employee Cost
Training InHouse Employee Pay
Training Tuition Employee Cost
Training Tuition Department Cost
Training Conference Registration Cost
Training Conference Other Cost
Training Location
Training Management Certificate
Training Degree
Training Grade
Training Provider
Training Major
Training Other Major Name
Training Approval Date
Training Approval Payment Date
Training Leave Hours Code
Training Leave Hours Number
Training Credit Number
Training Vendor
Training Employee Race Code
Training Employee Sex Code
Training Employee Disability Code
Training Class EEO4 Code
Training Budget Department Code
Training Budget Division Code
Training Budget Section Code
Training Budget Position Payroll Section Code
Training Job Class Code
Training Pay Grade Quantity
Training Class Type Code
Training Notes
Training Description
Training First Insert ID
Training First Insert Time
Training Last Update User ID
Training Last Update Time

## B.) Actual Column Names and Data Types:

## TRATAST1

TRAN_SS_NUMB: char(9)
TRAN_TYPE_INDC: char(2)
TRAN_IDNT_DTTM: datetime
TRAN_STRT_DTTM: datetime
TRAN_COURNUMB_CODE: char(5)
TRAN_COUR_NAME: char(40)
TRAN_CNFCWKSP_NAME: char(60)
TRAN_TUIT_NAME: char(60)
TRAN_END_DTTM: datetime
TRAN_STAT_CODE: char(6)
TRAN_PEREMPE_AMNT: float
TRAN_EMPEPAY_AMNT: float
TRAN_EMPECOST_AMNT: float
TRAN_DEPTCOST_AMNT: float
TRAN_REGRCOST_AMNT: float
TRAN_OTHRCOST_AMNT: float
TRAN_LOC_CODE: char(9)
TRAN_MNGECERT_INDC: char(1)
TRAN_DEGR_CODE: char(6)
TRAN_GRDE_CODE: char(6)
TRAN_PRVD_TEXT: text
TRAN_MAJOR_CODE: char(6)
TRAN_OTHRMAJR_NAME: char(20)
TRAN_APRV_DATE: datetime
TRAN_APRVPYMT_DATE: datetime
TRAN_LEAVHRS_CODE: char(6)
TRAN_LEAVHRS_NUMB: float
TRAN_CRDT_NUMB: float
TRAN_VNDR_INDC: char(1)
TRAN_EMPERACE_CODE: char(2)
TRAN_EMPESEX_CODE: char(1)
TRAN_EMPEDISB_CODE: char(1)
TRAN_CLASEEO4_CODE: char(2)
TRAN_BUDGDEPT_CODE: char(2)
TRAN_BUDGDIVN_CODE: char(2)
TRAN_BUDGSECT_CODE: char(2)
TRAN_BUDGPYRS_CODE: char(3)
TRAN_JOBCLSS_CODE: char(5)
TRAN_PAYGRDE_QNTY: char(2)
TRAN_CLASTYPE_CODE: char(1)
TRAN_NOTE_TEXT: text
TRAN_DSCP_TEXT: text
TRAN_FRSTISRT_IDNO: char(9)
TRAN_FRSTISRT_DTTM: datetime
TRAN_LASTUPDT_IDNO: char(9)
TRAN_LASTUPDT_DTTM: datetime